

SEVENTH REPORT

OF THE

REGISTRAR OF BOARDS OF CONCILIATION AND INVESTIGATION

OF THE PROCEEDINGS UNDER

THE INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907

BEING FOR THE

FISCAL YEAR ENDING MARCH 31, 1914

(Being an Appendix to the Annual Report of the Department of Labour for
the same period.)

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1914

To the Honourable T. W. CROTHERS, B.A., K.C.,
Minister of Labour.

SIR,—I have the honour to submit a Report of Proceedings under the Industrial Disputes Investigation Act, 1907, for the fiscal year ended March 31, 1914.

F. A. ACLAND,
Registrar of Boards of Conciliation and Investigation.

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INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.

SEVENTH ANNUAL REPORT OF PROCEEDINGS, BEING FOR THE
FISCAL YEAR ENDING MARCH 31, 1914.

I. INTRODUCTORY CHAPTER.

The present report is the seventh annual statement of proceedings under the Industrial Disputes Investigation Act. The statement presents no unusual feature, the operations of the year having been on the customary lines.

The statute under consideration became law on March 22, 1907, and had therefore been in operation for seven years at the close of the fiscal year March 31, 1914. Summary tables here presented show proceedings for the period covering the life of the statute, and the report includes detailed particulars of proceedings for the fiscal year 1913-14, and the text of each report received during the year from Boards of Conciliation and Investigation.

NO STRIKES AFTER ENQUIRY.

The value of the foundation principle of the Act, that of referring for conciliation and enquiry a troublesome industrial dispute before a strike or lockout is declared, was never more clearly demonstrated than during the past fiscal year, the outstanding feature of which, as to these matters, has been that in every case where a dispute was so referred the strike which had been feared was averted and work continued steadily. On the other hand the most serious dispute of the year was that of coal miners on Vancouver Island, in which case, neither party taking advantage of the Act, its machinery could not be utilized. The settlements of the past year, as to disputes dealt with under the Act, were effected in various ways, sometimes by direct agreement, sometimes by the informal elimination of the cause of friction, tactful procedure on the part of the Board being usually and naturally the chief influence in bringing this about. The important point which a review of the year develops is, as stated, that no strike occurred in any one of the nineteen troublesome industrial disputes which during the fiscal year 1913-14 were made a matter of conciliation and investigation before a Board established under the Industrial Disputes Investigation Act, and the strike record for the year, with its inevitable monetary losses, inconveniences and sometimes disturbances, has been appreciably diminished.

The disputes thus satisfactorily disposed of during the year were spread among different branches of industry as follows: railways, eleven; shipping, three; street railways, two; coal mining, one; civic employees, boot and shoe employees, one. The total number of employees declared to be concerned in these various disputes was 50,876, an average in each dispute of 2,078.

During the same period there have been in Canada many industrial disputes which did not fall within the scope of the I. D. I. Act, or which, though being within its scope, were not permitted by the disputing parties to come before a Board for attempted adjustment. A glance over the record for the calendar year 1913 appearing in the annual report of the Department of

Labour (to which the present volume is an appendix) shows a total of 113 strikes, in which were concerned 39,536 employees, the time losses involved reaching the large figure of 1,287,678 days. The duration of a particular strike is not of course necessarily determined by the number of employees concerned. A strike with many employees concerned sometimes ends quickly, sometimes drags on for months or even years, and it is equally so with a struggle involving few employees. The departmental records contain numerous illustrations of the uncertainty of these as of other aspects of a strike. The figures suggest, however, some interesting speculations. There were, as has been shown, nineteen industrial disputes in which the use of the machinery of the Industrial Disputes Investigation Act averted threatened strikes, and 113 disputes in which the machinery of the Act was not available and in each of which a strike occurred. The 113 disputes entailed time losses of 1,287,678 days. Allowing the same proportion of losses in the case of the difficult disputes where the Industrial Disputes Investigation Act eliminated the strike, the time losses prevented would stand at 190,000 days. No estimate can be made of the extent of other troubles averted. It will be observed, moreover, that many more employees were concerned in the disputes where strikes were averted than where strikes occurred, and there is much ground for the view that the strikes which threatened and were averted would have been, in many cases, long drawn out trials of strength, so that the time losses might have much exceeded the conjectural estimate made above.

THE FISCAL YEAR 1913-14.

Returning to the formal record for the past fiscal year, it is found that nineteen applications under the Act were dealt with during the year ending March 31, 1914, resulting in the establishment of seventeen Boards. In one case the matters in dispute were adjusted by mutual agreement, whilst steps for the establishment of a Board were pending. In the remaining case the application was under consideration at the close of the year. The features of the year's disputes may be briefly noted.

RAILWAY DISPUTES.

Four applications received during the past year grew out of demands by the maintenance-of-way employees for increased wages on the Canadian Pacific Railway, Grand Trunk Railway, Grand Trunk Pacific Railway, and the Canadian Northern Railway lines in Canada, affecting 5,000, 3,000, 4,300 and 4,800 employees respectively. In the Canadian Pacific Railway case the Board recommended that the employees' claims should be withdrawn, and later on it was arranged to defer negotiations. In the Grand Trunk Railway case the Company promised increased wages from March 1, 1914, and this promise was fulfilled. In the Grand Trunk Pacific case the Board, after considering the employees' claims, the state of the labour market, and the rates paid for similar service on other roads, did not feel justified in recommending any changes in the wage rates now in force. The Board's report was accepted by both parties concerned. In the Canadian Northern Railway case Board proceedings had not been finished at the end of the fiscal year. (Early in the fiscal year 1914-15 the Board reported, and an amicable working arrangement was secured.)

The Department received an application on March 31, 1913, concerning a dispute between the Canadian Pacific Railway Company and certain of its employees, members of the Brotherhood of Locomotive Firemen and Enginemen, relating to certain alleged inaccuracies in the seniority list of conductors and trainmen on the Alberta Division, and involving, to some extent, relations be-

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tween the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen and Enginemen. The Canadian Pacific Railway Company had submitted the seniority list of the Alberta Division to a committee of the Brotherhood of Locomotive Engineers and had accepted the adjustment. The accuracy of this list was, however, disputed by the Brotherhood of Locomotive Firemen and Enginemen. The Board of Conciliation and Investigation was unable to obtain from either party positive records of all the individual cases affected, on account of their having been either lost or destroyed subsequent to the compilation of the disputed list. Fortunately it chanced that during the inquiry a conference took place in Chicago between representatives of the two Railway Brotherhoods, at which an agreement was made providing ways and means for the settlement by joint action of all matters of mutual interest, including, as it would appear, a dispute of the nature under consideration. The Board's report took into consideration the outcome of the conference, and further recommended that the Company should in future post at the necessary centres on its system the seniority lists of the respective divisions and that changes and additions should be posted every quarter.

Another Board secured a settlement of a dispute as between the Grand Trunk Railway Company and its station and telegraph employees, to the number of 1,300, involving wages and conditions of employment of these employees on the Company's system in Canada.

STREET RAILWAY DISPUTE.

The only street railway dispute dealt with under the Act during the year was one which involved wage rates, rules, etc., on the lines of the British Columbia Electric Railway in Vancouver, New Westminster and Victoria, as well as suburban lines. Through the Board's efforts and subsequent negotiations, an agreement was reached by both parties in the month of September. A question was later raised regarding the interpretation of certain sections of this agreement, which was referred to a separate Board established under the Act at the end of March. The proceedings of this Board had not been concluded at the end of the fiscal year. (The Board reported early in the new fiscal year, and its efforts were successful in averting a strike.)

COAL MINING DISPUTES.

Only one dispute in the coal mining industry was referred under the Act during the past year. This grew out of a demand by the employees of the Acadia Coal Company, of Stellarton, N.S., for increased wages, reduced rents, recognition of the United Mine Workers of America, and the reinstatement of certain former employees who were alleged to have been dismissed for their connection with the union. An agreement was reached through the Board's efforts, which was accepted by both sides as an amicable settlement of the matters at issue.

The most notable dispute of the year in the coal mining industry, however, or for that matter in any industry, was one in connection with which no application under the Act was received from either the employers or employees concerned. The dispute originated in the mines of the Canadian Collieries at Cumberland, B.C., and Extension, B.C., on September 18, 1912, and involved a complete cessation of work at both places for some time. The questions involved included alleged discrimination against certain employees and the matter of union recognition; the union concerned was the United Mine Workers' Association, and there can be little doubt that the vital point at issue was that of recognition. The company secured other labour, and by December the normal

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output of coal at most mines affected was reported, but the striking miners remained out. On May 1, 1913, a strike was declared also in all other coal mines on Vancouver Island, namely: Nanaimo, South Wellington, and Jingle Pot. This strike was called by the United Mine Workers of America for the purpose, as the officers of the organization stated, of securing a joint working agreement between the U.M.W.A. and the mine owners on Vancouver Island based on increased wage rates and improved conditions of employment. No negotiations appear, however, to have taken place between the union and the coal companies prior to the strike. The total number of men employed at the Cumberland mines at the beginning of the strike was 983; at Extension, 700; at the Western Fuel Company's mines in Nanaimo, 1,494; at South Wellington, 350; and at the Jingle Pot, 250; making a total of 3,777.

Operations at Cumberland and Extension continued. In August an agreement was effected between the U.M.W.A. and the Jingle Pot colliery at Nanaimo. The Western Fuel Company's mines at Nanaimo and the mines of the Pacific Coal Company at South Wellington were also reopened, but many of the former employees of these two latter companies and of the Canadian Collieries remained on strike at the end of March, 1914. The coal mining companies claimed, however, to have all the workmen they required at the close of the year. The Western Fuel Company, operating at Nanaimo, early in March, 1914, made a working agreement with its then employees, carrying an increased wage scale, and effective until September 30, 1916.

Various efforts were made by the Department of Labour to secure an adjustment of these disputes, the Minister of Labour, the Deputy Minister of Labour, and the resident representative of the Department on the Pacific coast visiting the mines for this purpose. Investigation of the matters at issue was also made by a Royal Commissioner, whose report, which discussed the subject at length, was freely distributed by the Department. The Government of British Columbia, too, is understood to have on different occasions unsuccessfully endeavoured to bring about a working agreement.

During the month of August there occurred in the districts affected by this strike some serious rioting, which led to the calling out of military assistance for the preservation of the peace and the protection of the mining properties. A small militia force remained in the coal fields throughout the fall and winter months, and had not been entirely withdrawn at the end of the financial year.

AGREEMENT UNDER SECTION 62.

One of the disputes of the fiscal year, that involving the relations of the longshoremen of the Port of St. John with the shipping companies, developed an interesting feature in that the settlement included a signed agreement with each company under section 62 of the Act, viz.:

“Either party to a dispute which may be referred under this Act to a Board may agree in writing, at any time before or after the Board has made its report and recommendation, to be bound by the recommendation of the Board in the same manner as parties are bound upon an award made pursuant to a reference to arbitration under the order of a court of record; every agreement so to be bound made by one party shall be forwarded to the Registrar, who shall communicate it to the other party, and if the other party agrees in like manner to be bound by the recommendation of the Board, then the recommendation shall be made a rule of the said court on the application of either party and shall be enforceable in like manner.”

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A dispute involving the checkers employed by the shipping companies at the Port of St. John was also made the subject of Board investigation, and although no formal settlement was made between the parties in this case, the threatened strike was averted.

CONSTITUTIONALITY OF ACT UPHELD.

The constitutionality of the Industrial Disputes Investigation Act was upheld by a judgment which was delivered by the Court of Review of Montreal on June 13. The Court of Review reversed, however, Mr. Justice Lafontaine's action in respect of the writ of prohibition which had been sought against a Board of Conciliation and Investigation appointed to deal with an application purporting to be made on behalf of certain employees of the Montreal Street Railway Company. The Court of Review held in this matter that at the time this application was made no dispute within the meaning of the Act existed between the company and its employees, and accordingly ordered the Board to abstain from any procedure in respect of this dispute. The dispute which gave rise to these proceedings had itself long passed away, but some interest attaches to the finding of the court. It may be noted that the case is the only one in which any attempt has been made to restrain by injunction the constitution or proceedings of a Board.

OPERATIONS OF SEVEN YEARS.

In all 161 applications have been received during the seven years covering the life of the Act, as a result of which 141 Boards have been established. In nineteen cases the matters in dispute were adjusted by mutual agreement, whilst steps were pending for the establishment of Boards, and one remaining application was under consideration by the Department at the end of the year. The total number of employees affected by these 161 disputes was 222,817, or an average of 1,384 in each dispute.

During the seven years there were in all eighteen disputes in which the threatened strikes were not averted or ended as a result of reference under the Act. Eleven of these eighteen strikes occurred in the mining industry, one in the operation of railways, five concerned employees in railway offices, shops and yards, and one in the operation of a street railway. None of these strikes occurred during the last fiscal year.

II. SUMMARY TABLES.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.

SUMMARY STATEMENT FOR THE SEVEN YEARS 1907—1914.

TABLE showing Proceedings under the Act from March 22, 1907, to March 31, 1914

Industries affected.	No. of Disputes referred under Act.	No. of Strikes not averted or ended.
I. Disputes affecting Mines and Public Utilities:		
(1) Mines:		
(a) Coal.....	41	6
(b) Metal.....	11	5
Total, Mines.....	52	11
(2) Transportation and Communication:		
(a) Railways.....	70	6
(b) Street Railways.....	15	1
(c) Shipping.....	10	0
(d) Commercial Telegraphers.....	2	0
(e) Telephone Workers.....	2	0
Total, Transportation and Communication.....	99	7
(3) Civic Employees.....	4	0
Total, Mines and Public Utilities.....	155	18
II. Disputes affecting other than Mines and Public Utilities.....	6	0
Total, all classes.....	161	18

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.

SUMMARY STATEMENT FOR FISCAL YEAR 1913—1914.

TABLE showing Proceedings under the Act from April 1, 1913, to March 31, 1914.

Industries affected.	No. of Disputes referred under Act.	No. of Strikes not averted or ended.
I. Disputes affecting Mines and Public Utilities:		
(1) Mines:		
Coal.....	1	0
(2) Transportation and Communication:		
(a) Railways.....	11	0
(b) Street Railways.....	2	0
(c) Shipping.....	3	0
Total, Transportation and Communication.....	16	0
(3) Civic Employees.....	1	0
Total, Mines and Public Utilities.....	18	0
II. Disputes affecting other than Mines and Public Utilities.....	1	0
Total, all classes.....	19	0

The proceedings under the Act during this year include three cases in which certain proceedings had taken place during the preceding year, namely: (1) a dispute between the Canadian Northern Railway Company and its conductors; (2) a dispute between the Corporation of the City of Vancouver and certain employees; and (3) a dispute between the Canadian Pacific Railway Company and its firemen and enginemen on the Alberta Division of that Railway.

At the close of the fiscal year results were still pending in connection with four applications, namely: (1) application made on behalf of the boilermakers and machinists employed by the Grand Trunk Pacific Railway Company; (2) application made on behalf of the maintenance-of-way employees of the Canadian Northern Railway Company; (3) application made on behalf of certain employees of the British Columbia Electric Railway Company; and (4) application made on behalf of the conductors, trainmen and yardmen employed by the Canadian Pacific Railway Company on its western lines.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1913-14.

STATEMENT of Applications for Boards of Conciliation and Investigation and of Proceedings thereunder from April 1, 1913, to March 31, 1914.

A.—MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION AND OTHER PUBLIC SERVICE UTILITIES.

- 1. Appointed by the Minister, under Section 8, Sub-section 1, of the I. D. I. Act, on recommendation from party concerned.
- 2. Appointed by the Minister, under Section 8, Sub-section 2, of the I. D. I. Act, in the absence of a recommendation from party concerned.
- 3. Appointed by the Minister, under Section 8, Sub-section 3, of the I. D. I. Act, on the joint recommendation of the two members first appointed.
- 4. Appointed by the Minister, under Section 8, Sub-section 4, of the I. D. I. Act, in the absence of a joint recommendation by the two members first appointed.

I. MINING AND SMELTING INDUSTRY.

1. COAL MINES.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of disputes.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
1913 May 26	Acadia Coal Co., Ltd. and employees, some of them being members of Local Unions No. 351 and No. 1726, United Mine Workers of America.	Employees	Stellarton, N.S.	1,125 dir. 260 indir.	Concerning demand for increased wages, reduction in rent, recognition of United Mine Workers of America and reinstatement of certain former employees alleged to have been dismissed for their connection therewith	Hon. John N. Armstrong (c) 3; W. H. Chase (E) 1; J. C. Watters, (M) 1.	June 20	July 14	A unanimous report was presented by the Board, in which it was stated that an amicable settlement of all matters in dispute had been effected.

II. TRANSPORTATION AND COMMUNICATION.

1. RAILWAYS.

1913 March 11	Canadian Railway Co. and conductors, members of the Order of Railway Conductors	Employees	C.N.R. lines.	350 dir. 2,200 indir.	Concerning employees' demands for various changes in existing schedule, including wages, hours and working conditions.	Hon. Mr. Justice A. Haggart (c) 3; Wm. Cross (E) 1; J. Harvey Hall, (M) 1.	Mar. 29	April 25	Report of Board was accompanied by a minority report signed by Mr. Cross. Mr. Hall, whilst signing the majority report, submitted a statement of points on which he differed from the Chairman. No cessation of work occurred.
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INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1913-14—Continued.

II. TRANSPORTATION AND COMMUNICATION.—Continued.
1. RAILWAYS—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
1913 Mar. 31	Canadian Pacific Railway Co. and certain employees, members of the Brotherhood of Locomotive Firemen and Enginemen.	Employees.	Alberta Division of C.P.R.	2,650 dir. 7,000 indir.	Concerning alleged breach of agreement by Company re promotions.	Prof. Adam Shortt (c) 3; J.H. Wellington (e) 1; David Campbell (m) 1	April 15	Oct. 21	Report of Board was accompanied by a minority report signed by Mr. Campbell. The majority report stated that the dispute was really between the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen and Enginemen. A conference between these Brotherhoods was held in Chicago, at which an agreement was reached providing ways and means for the settlement by joint action of all matters of mutual interest, thus obviating the necessity for further action by the Board.
July 7	Halifax and South-Western Railway Co. and certain employees, members of the Canadian Brotherhood of Railroad employees.	Employees.	Bridgewater, N.S.	34 dir. 5 indir.	Concerning wages and conditions of employment as per schedule submitted.	A. B. Crosby (c) 3; Major W. Ernest Thompson (e) 1; Jno. A. McDonald (m) 1.	Aug. 12	Sept. 8	A unanimous report was presented by the Board, embodying the terms of an agreement signed on behalf of both parties to the dispute, effective for one year from June 1, 1913
July 30	Grand Trunk Railway Co. & Maintenance-of-Way employees, members of the International Brotherhood of Maintenance-of-Way Employees.	Employees.	G.T.R. lines in Canada.	3,000	Concerning wages	Honour Judge R. D. Gunn (c) 3; F. H. McGuigan (e) 1; G. D. Robertson (m) 1.	Aug. 27	Sept. 20	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by both parties concerned.

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1913 Aug. 7	Quebec Central Railway Co. and shop employees, members of International Association of Machinists, Brotherhood of Railway Carmen of America, International Brotherhood of Blacksmiths and Helpers & International Brotherhood of Boilermakers and Iron Shipbuilders & Helpers	Employees.	Sherbrooke, Quebec.	149 dir., 40 indir.	Concerning wages and conditions of employment	Pending establishment of Board a satisfactory arrangement was arrived at by the parties concerned.
Aug. 25	Grand Trunk Railway Co. and station and telegraph employees, members of the Order of Railroad Telegraphers	Employees.	G. T. R. lines in Canada.	1,300..	Concerning wages and conditions of employment as per schedule submitted.	Sept. 11	Nov. 25	Report of Board was signed by all three members, Mr. O'Donoghue dissenting, however, on one or two points. The award was accepted by both parties concerned.
Oct. 25	Canadian Pacific Ry Co. and certain employees, members of International Brotherhood of Maintenance-of-Way Employees	Employees.	C. P. R. System..	5,000.	Concerning wages and Company's interpretation of schedule of rules.	Dec. 5	Jan. 21.	Report of Board was accompanied by a minority report signed by Mr. Irwin. The majority report contained a recommendation to the effect that both sides should withdraw for the present their claims for charges in rules and rates. This recommendation was agreed to by both parties concerned.
Nov. 20	Grand Trunk Pacific Railway Co. and Machinists & Boilermakers, members of Lodges Nos. 484 and 559, International Association of Machinists, and Lodge No. 529, International Brotherhood of Boilermakers & Iron Shipbuilders.	Employees	G.T.P. System..	7000 dir., 1,000 indir.	Concerning wages and conditions of employment.	Dec. 6.	.....	Proceedings unfinished.

II. TRANSPORTATION AND COMMUNICATION—Continued.

1. RAILWAYS.—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (C) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
1914 Jan.	9 Canadian Northern Ry. Co. and employees, members of International Brotherhood of Maintenance of Way Employees.	Employees.	C. N. R. lines.	1,800 dir. . . . 3,000 to 4,000 indir.	Concerning wages	His Honour Judge R. D. Gunn (c) 3; W. N. Tilley (E) 1; Henry Irwin (M) 1	March 5.		Proceedings unfinished.
Jan.	9 Grand Trunk Pacific Railway Co. and employees, members of International Brotherhood of Maintenance-of-Way Employees.	Employees.	G. T. P. Ry. lines	1,800 dir. . . . 2,500 indir	Concerning wages	His Honour Judge R. D. Gunn (c) 3; F. H. McGuigan (E) 1; Henry Irwin (M) 1.	Jan. 30.	Feb. 23. Feb. 26.	Report of Board was accompanied by a minority report signed by Mr. Irwin. The recommendations contained in the majority report were accepted by both parties to the dispute.
Mar. 31	Canadian Pacific Ry. Co. and conductors, trainmen and yardmen, members of Order of Railway Conductors and Brotherhood of Railroad Trainmen.	Employees.	C. P. R. Western lines.	3,000 dir. . . . 2,700 indir	Concerning demand for revision of schedule governing wages and conditions of employment.				Proceedings unfinished.

2. STREET RAILWAYS.

1913 June 25	British Columbia Electric Railway Co. and employees, members of Local Divisions No. 101 Vancouver, No. 109 Victoria and No. 134 New Westminster, Amalgamated Association of Street and Electric Railway Employees of America.	Employees.	Vancouver, Victoria and New Westminster, B.C.	2,000 dir. . . . Vic- 300 New about indir.	Concerning demand for new agreement of wages and working conditions.	Hon. Mr. Justice Denis Murphy (c) 3; H. O. Alexander (E) 1; M.B. Cotsworth (M) 1.	July 4	Aug. 21. Sept. 3.	Members of Board were unanimous in their findings regarding rules but differed on the question of wages, separate wage schedules being submitted with the majority and minority reports. The minority report was signed by Mr. Cotsworth. As the result of the investigation an agreement was entered into by both parties to the dispute.
1914 Mar. 9	British Columbia Electric Railway Co. and	Employees.	Vancouver, Victoria and New	137 dir. . . . 1,563 indir.	Concerning Company's interpretation of cer-	Hon. Mr. Justice W. A. Macdonald (c)	Mar. 27		Proceedings unfinished.

employees, members of Local Division No. 101 Vancouver, No. 109 Victoria and No. 134 New Westminster, Amalgamated Association of Street and Electric Railway Employees of America.		Westminster, B.C.	tain sections of existing agreement.		4; John Elliot (e) 1; Jas. H. McVety (M) 1.		
3. SHIPPING.							
1913 June 6	6 Maritime Co. and tug captain, tug firemen, and dredge workers, members of Tug Captains' Local No. 830, Tug Firemen's Local No. 802, and Dredge Workers Protective Association Local No. 470.	Employees	St. John, N.B.	150 dir. 205 indir.	Concerning wages and conditions of employment.	Chas. H. Thomas (e) 4; John E. Moore (M) 1; J. E. Tighe (M) 1.	June 24. Oct. 27. A unanimous report was presented by the Board. The award was declared acceptable to the Company, but was not accepted by the employees concerned. No cessation of work occurred.
Oct. 14	14 Certain Steamship Companies trading to the Port of St. John, N.B., comprising Allan Line, C.P.R. Steamship Lines Dominion Coal Co., Elder Dempster and Co., Furness Withy and Co., Head Line, New Zealand Shipping Co., Robert Reford Co., Ltd. (Donaldson Line) & Longsherenen, most of them being members of Local No. 273, International Longsherenen's Association, also coal handlers and tanners employed by the Dominion Coal Co., members of Local No. 180, International Longsherenen's Association	Employers	St. John, N.B.	1,049	Concerning wages, hours, and conditions of employment.	Walter E. Foster (e) 3; John E. Moore (e) 1; J. E. Tighe (M) 1.	Oct. 22. Nov. 14. 21. A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute. This report concerned all interests affected except the Dominion Coal Co. and its employees, a separate investigation being made in this case. In the former case the Shipping Companies and employees concerned bound themselves under Section 62 of the Act to abide by the award. In the latter case the award was also unanimous and was accepted by both parties concerned.

II. TRANSPORTATION AND COMMUNICATION—Continued.

3. SHIPPING.—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
1913 Dec. 12	Certain Steamship Companies trading to the Port of St. John, N. B., comprising Allan Line, C. P. R. Steamships and Railway Lines, Head Line, Furness and Manchester Lines, New Zealand Shipping Co., Elder Dempster & Co., Robert Reford & Co., Donaldson Line, C. N. R. Line, and Red Cross Line, and marine warehouse, freight checkers, members of Marine Warehouse Freight Checkers' Union, Local No. 825, International Longshoremen's Association.	Employees.	St. John, N.B.	225 dir. 1,600 indir.	Concerning wages, hours, and conditions of employment	G. Fred. Fisher (c) 3 Jos. R. Stone (e) 2 John E. Moore (m) 1.	1914 Jan. 8	Feb. 7	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute. The award was declared acceptable to the employees concerned, but was not accepted by the shipping companies. No cessation of work occurred.

III. MUNICIPAL PUBLIC UTILITIES.

1913 Mar. 14	Corporation of the City of Vancouver and certain employees, being scavengers, waterworks employees and maintenance and construction men, members of Civic Employees' Union and Local of International Union of Hod carriers, Building and Common Labourers.	Employees	Vancouver, B.C.	1,200 dir. 1,200 indir	Concerning wages of waterworks men, also alleged discrimination against union men	Hon. Mr. Justice Denis Murphy (c) 3; H.O. Alexander (E) 1; Geo. E. McCrossan (M) 1.	April 5	May 14	A unanimous report was presented by the Board, making certain recommendation for the settlement of the dispute. The award was accepted by the Corporation of the City of Vancouver and was understood to be acceptable also to the employees concerned.
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B.—INDUSTRIES OTHER THAN MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION, AND OTHER PUBLIC UTILITIES.

1913 April 5	Certain Boot and Shoe Manufacturers of the City of Quebec, namely, J. H. Larochelle, W. A. Marsh & Co., J. Ritchie & Co., and O. Goulet and employees, members of La Fraternité Nationale des Cordonniers - Machinistes de Québec.	Employees.	Quebec, Que.	25 dir 500 indir	Concerning wages and alleged breach of agreement.	Hon. H. Cyrias Pelletier (c) 4; Felix Marois (E) 1; Gaudiose Hébert (M) 1	April 28	June 2 June 18	Report of Board was accompanied by a minority report signed by Mr. Hébert. The award was declared acceptable to the Companies concerned. The employees, however, refused to accept same. No general cessation of work occurred.
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INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1912-13.

STATEMENT of Applications for Boards of Conciliation and Investigation and of Proceedings thereunder from April 1, 1912, to March 31, 1913.

A.—MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION AND OTHER PUBLIC SERVICE UTILITIES.

- 1. Appointed by the Minister, under Section 8, Sub-section 1, of the I. D. I. Act, on recommendation from party concerned.
- 2. Appointed by the Minister, under Section 8, Sub-section 2, of the I. D. I. Act, in the absence of a recommendation from party concerned.
- 3. Appointed by the Minister, under Section 8, Sub-section 3, of the I. D. I. Act, on the joint recommendation of the two members first appointed.
- 4. Appointed by the Minister, under Section 8, Sub-section 4, of the I. D. I. Act, in the absence of a joint recommendation by the two members first appointed.

1. MINING AND SMELTING INDUSTRY.

1. COAL MINES.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of disputes.	Names of Members of Board: (c) Chairman; (E) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
1912 June 4	Inverness Railway and Coal Co. and coal miners in its employ.	Employees...	Inverness, N.S.W.	500.....	Concerning wages, conditions of employment, and retention of dues for the Provincial Workmen's Association.	Finlay MacDonald, (c) 4; Major W. Ernest Thompson (E) 1; James Cameron Watters (m) 1.	Aug. 21...	Oct. 9...	A unanimous report was presented by the Board, in which it was stated that an agreement had been reached by the parties concerned.

2. METAL MINES.

July 3	Britannia Mining and Smelting Co. and employees, members of Britannia Miners' Union	Employees...	Britannia Mines, B.C.	300.....	Concerning wages, conditions of employment, and recognition of union.	Jas. A. Harvey, K.C. (c) 4; W. Ernest Burns (E) 1; George Heather-ton (m) 1.	Aug. 6...	Sept. 16...	Report of Board was accompanied by a minority report signed by Mr. Burns. The employees concerned accepted the award of the majority of the Board, but the company declined to do so. Mining operations were continued until February 18, when the alleged dismissal by the company of one of the union officials brought the existing dissatisfaction to a head and a strike was declared, which had not been terminated at the end of the fiscal year.
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*July 20 1912	McIntyre Mines, Ltd. and employees, members of Porcupine Miners' Union No. 145, W. F. M.	Porcupine, Ont.	40 dir., 1,000 indir.	Concerning proposed reduction in wages.	Peter McDonald, (c) Aug. 23. 4; H. E. T. Haultain (E) 1; Wm. C. Thompson (M) 1.	Nov. 7. Oct. 21	Report of Board was accompanied by a minority report signed by Mr. Thompson. The majority report was not acceptable to the employees concerned, and on November 15 a strike was declared, which was practically ended on June 21, 1913, an arrangement having been made by which, although the strike was not officially called off, the men were permitted by the Union to return to work.
*July 26	McIntyre - Porcupine Mines, Ltd., Jupiter Mines, Ltd., Vindicator Porcupine Mines, Ltd., and Plautium Mines, Ltd., and employees, members of Porcupine Miners' Union No. 145, W. F. M.	Porcupine, Ont.	225 dir., 1,000 indir.	Concerning proposed reduction in wages.			
†Nov. 30	Fort Steele Mining & Smelting Co. and employees, members of Kimberley Miners' Union No. 100, W. F. M.	Kimberley, B.C.	140	Concerning wages.			
†Dec. 3	Standard Silver Lead Mining Co., Ltd., Van Rai Mines, Ltd., Silverton Mines United, and employees, members of Silverton Miners' Union No. 95, W. F. M.	Silverton, B.C.	325 dir., 50 indir.	Concerning wages.			
†Dec. 3	Queens Mines, Inc. and employees, members of Miner's Union No. 85, W. F. M.	Sheep Creek, B.C.	45 dir., 200 indir.	Concerning wages.	W. S. Bullock Webster (c) 3; Chas. R. Hamilton (E) 1; J. N. Bennett (M) 1.	Feb. 4. Jan. 27	Report of Board was accompanied by a minority report signed by Mr. Bennett. The majority report of the Board found against the demands of the employees. No cessation of work occurred.

*The two applications here recorded are regarded as one in the tabular statement.

†The five applications here recorded are regarded as one in the tabular statement.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1912-13.—Continued.

I. MINING AND SMELTING INDUSTRY—Continued

2. METAL MINES—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
1912 †Dec. 9	Lucky Jim Zinc Mine, Ltd., Rambler Cariboo Mines, Surprise Mine, Hope Mine, Noble Five Mine*, Richmond Eureka Mines and Idaho-Alamo Mines, and employees, members of Sandon Miners' Union No. 81. W.F.M.	Employees.	West Kootenay, B.C.	210 dir.... 90 indir.	Concerning wages....				
†Dec. 10	Blue Bell Mine, No. 1 Mine, Highland Mine, Hope Mine, Silver Horde Mine, Molly Gibson Mine, Eureka Mine, Poor-man Mine, and employees, members of Nelson Miners' Union No. 96, W. F. M.	Employees.	Nelson, B.C.	300	Concerning wages....				

II. TRANSPORTATION AND COMMUNICATION.

1. RAILWAYS.

1912 Mar. 11	Canadian Pacific Ry. Co., and freight handlers and clerks, members of Winnipeg Division No.177, Brotherhood of Railroad Freight Handlers and Railway Clerks.	Employees.	Winnipeg, Man.	220 dir.... 230 indir..	Concerning alleged discrimination by company against members of the union and dismissals.	Hon. Mr. Justice H. A. Robson (c) 4; Chas. P. Fullerton (E) 2; Thos. J. Murray (M) 1.	April 3...	May 3...	A unanimous report was presented by the Board, in which it was stated that the company had re-employed all the employees who wished to return to work.
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*The five applications here recorded are regarded as one in the tabular statement.

1912 April 29	Canadian Ry. Co. and Train Service Organizations	Northern Employees.	C. N. R. lines.	2,000	Concerning the proposed displacement of train crews of the Canadian Northern Ry. by the Midland Ry. Co. which had acquired running rights over the Canadian Northern line from Winnipeg to Emerson.	R. Max Denistoun (C) 1; L. L. Peltier (M) 1.			Pending the final constitution of the Board a satisfactory arrangement was arrived at by the parties concerned.
May 8	Canadian Coal and ore Dock Co., Ltd., and coal handlers, most of whom were members of Coal Handlers' Local No. 319.	Northern Employees.	Port Arthur, Ont.	90	Concerning alleged breach of agreement by company, also concerning wages, recognition of union, and demand for yearly conference between company and employees.	His Honour Judge John McKay (C) 4 George F. Horrigan (C) 1 Frederick Urry (M) 1	May 22	July 19, July 22	Report of Board was accompanied by a minority report signed by Mr. Urry. The majority report of the Board was in favour of the company. The employees refused to accept same and declared a strike on July 29, which continued until August 5, when an agreement was reached which provided for certain increases in pay and the reinstatement of certain former employees.
June 28	Canadian Pacific Ry. Co., and employees in station and telegraph service, members of the Order of Railroad Telegraphists.	Employees	C. P. R. system	1,800 dir. 8,000 indir.	Concerning wages and amendment of conditions of service.	Peter McDonald, (C) 1. J. E. Duval (C) 1. J. G. O'Donoghue (M) 1.	July 22, Sept. 6.	Sept. 4	Report of Board was accompanied by a minority report signed by Mr. J. G. O'Donoghue. The majority report was accepted by the company but was not accepted by the employees concerned. As a result of further conferences between the parties an agreement was reached, effective, regarding wages from August 1, 1912, and hours, overtime rates and other changes from October 1, 1912. The threatened strike was thereby averted.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1912-13.—Continued.

II. TRANSPORTATION AND COMMUNICATION—Continued.

1. RAILWAYS—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Nov. 21	Canadian Pacific Ry. Co., and freight handlers, freight clerks, etc., members of the Canadian Brotherhood of Railroad Employees.	Employees...	Ottawa Division of the C. P. R., Port Arthur and Fort William.	1,300 dir., 15,000 indir.	Concerning alleged unfair dismissals and refusal of company to negotiate with employees respecting schedule of rules and rate of pay.	His Honour Judge D. McGibbon (c) 4. J. E. Duval (e) L. J. A. McDonald, (m) L.	Nov. 28...	Dec. 11...	Report of Board was accompanied by a minority report signed by Mr. Duval. Prior to the date of the application the employees had gone on strike and remained out from November 1 until February 3, when the department was informed that an agreement had been reached by the parties concerned and the employees had accordingly resumed work.
Dec. 9	Intercolonial Ry. of Canada and locomotive engineers, members of the Brotherhood of Locomotive Engineers.	Employees...	I. C. R. lines...	8 dir., 350 indir.	Concerning employees' demand for reinstatement of certain employees and for payment for time lost to these and to others who had been suspended.				Proceedings under Act were stayed pending further negotiations between the Government Railways Managing Board and the Brotherhood of Locomotive Engineers. No further action by the Department was necessary.
1913 Jan. 31	Intercolonial and Prince Edward Island Railways, and certain employees, members of the Inter-Machinists, Inter-Association of Blacksmiths and Helpers, Brotherhood of Railway Carmen of America, Inter-Association of Boilermakers, and Inter-Association of Boilermakers' Helpers.	Employees...	I. C. and P. E. I. Railway line.	1,500	Concerning employees' demand for revision of schedules and for an eight hour day.				Proceedings under Act were stayed pending negotiations between the Minister of Railways and Canals and a committee of the employees concerned, which resulted in a settlement of the matters in dispute.

Mar 11	Canadian Northern Ry. Co. and certain employees, members of the Order of Railway Conductors	Employees.	C. N. R. lines.	450 dir. 2,200 indir	(Concerning employees' demands for various changes in existing schedule, including wages, hours and working conditions	Hon. Mr. Justice A. Haggart (c) 3; Wm. Cross (l) 1; J. Harvey Hall (m) 1	Mar. 29	Proceedings unfinished.
Mar 31	Canadian Pacific Ry. Co. and certain employees, members of the Brotherhood of Locomotive Firemen and Enginemen.	Employees.	Alberta Division of C.P.R.	2,659 dir. 7,000 indir	(Concerning alleged breach of agreement by company.			Proceedings unfinished.
2. STREET RAILWAYS								
1912 May 9	Ottawa Electric Ry. Co. and employees, members of Division No. 279, Amalgamated Association of Street and Electric Ry. Employees of America.	Employees.	Ottawa, Ont.	425.	(Concerning refusal of company to accept terms proposed by the employees providing for increased wages, shorter hours and improved working conditions.	Hon. Mr. Justice J. M. McDougall (c) 4; Travers Lewis, K. C. (l) 1; P. M. Draper (m) 1	May 18 June 13	A unanimous report was presented by the Board making certain recommendations for the settlement of the dispute, which were accepted by both parties concerned.
July 18	Halifax Electric Tramway Co. and employees, members of Division No. 508, Amalgamated Association of Street and Electric Ry. Employees of America	Employees.	Halifax, N.S.	125 dir. 50 indir.	(Concerning wages and conditions of employment as set forth in schedule submitted.	His Honour Judge W. B. Wallace (c) 3; George S. Campbell (l) 1; John T. Joy (m) 1	Aug. 1 Aug. 22	A unanimous report was presented by the Board embodying the terms of an agreement which had been arrived at by the parties concerned.
Aug. 29	Quebec Railway, Light, Heat and Power Co and street railway employees, members of Fraternité Nationale No. 1, Employés de Tramway	Employees.	Quebec, Que.	231 dir. 30 indir	(Concerning wages, recognition of union and reinstatement of certain employees.	Hon. Mr. Justice C. E. Dorion (c) 3 J. L. Perron (l) 1; J. P. N. Simard (m) 1.	Sept. 25 Dec. 12	A unanimous report was presented by the Board, embodying an agreement signed by both parties concerned.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1912-13.—*Continued.*II TRANSPORTATION AND COMMUNICATION—*Continued.*2.—STREET RAILWAYS—*Continued.*

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Sept. 18	Hull Electric Ry. Co. and employees members of Division No. 591, Amalgamated Association of Street & Electric Railway Employees of America.	Employees.	Hull, Que.	68 dir. 74 indir.	Concerning wages and conditions of employment.	Peter McDonald (c) 4; George D Kelly (E) 1; George C. Wright, (M) 1.	Oct. 1	Nov. 2	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute which were accepted by both parties concerned.
Sept. 25	Cities of Port Arthur and Fort William and employees in street railway service.	Employees.	Port Arthur and Fort William, Ont.	72 dir. Most of industrial workers in the two cities indir.	Concerning alleged breach of agreement and alleged unsatisfactory investigation of charges.	George H. Rapsay (c) 3; Wm. P. Cooke (E) 1; Frederick Urry (M) 1.	Oct. 7	Dec. 16	The report was signed by all three members of the Board, Mr. Urry, however, dissenting in one particular. At a meeting of the Joint Board of Management a resolution was adopted accepting the findings of the Board.

3. SHIPPING.

1912	Certain Steamship Companies doing business at the port of Halifax, viz. Pickford and Black, Furness-Withy Co., T. A. S. De Wolfe and Son, Canada Atlantic and Plant S.S. Co., Cunard Co., Royal Steamship Co., and employees, members of Halifax Longshoremen's Association.	Employees.	Halifax, N.S.	500	Concerning wages.	Honour Judge W. B. Wallace (c) 3; George A. McKenzie (E) 1; Arthur M. Hoare (M) 1.	Sept. 21	Oct. 15	A unanimous report was presented by the Board, in which it was stated that an agreement had been arrived at by both parties concerned, effective from October 15, 1912 to December 31, 1913.
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1. TELEPHONES.

Mar. 17	British Columbia Telephone Co. and employees, members of Local Union No. 213 Inter. Brotherhood of Electrical Workers.	Lines of British Columbia Telephone Co.	320	Concerning wages and conditions of employment.	Through the good offices of the department, conferences were arranged between the officials of the company and a committee of the men, who had ceased work on March 15. These conferences resulted in a settlement of the main points at issue. The men returned to work on March 24.
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III. MUNICIPAL PUBLIC UTILITIES.

1912 Mar. 14	Corporation of the City of Vancouver and certain employees, being scavengers, waterworks employees, and maintenance and construction men members of Civic Employees' Union and Local of Inter. Union of Hodecarriers, Building and Common Labourers.	Vancouver, B.C.	1,200 dir. 1,200 indir.	Concerning wages of waterworks men, also alleged discrimination against union men.	At the close of the fiscal year the Board had not been completed by the appointment of a chairman.
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B.—INDUSTRIES OTHER THAN MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION, AND OTHER PUBLIC SERVICE UTILITIES.

1913 Jan. 9	Ottawa Car Co., Ltd., and machinists, blacksmiths and helpers, members of Lodge No. 412, Inter. Association of Machinists and Lodge No. 446, Inter. Brotherhood of Blacksmiths and helpers.	Ottawa, Ont.	69	Concerning wages and hours.	A unanimous report was presented by the Board, embodying an agreement signed by both parties to the dispute, effective for one year from January 17, 1913.
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INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.--PROCEEDINGS 1911-12.

STATEMENT of Application for Boards of Conciliation and Investigation and of Proceedings thereunder from April 1, 1911, to March 31, 1912.

A.—MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION AND OTHER PUBLIC UTILITIES.

- 1. Appointed by the Minister, under Section 8, Sub-section 1, of the I. D. I. Act, on recommendation from party concerned.
- 2. Appointed by the Minister, under Section 8, Sub-section 2, of the I. D. I. Act, in the absence of a recommendation from party concerned.
- 3. Appointed by the Minister, under Section 8, Sub-section 3, of the I. D. I. Act, on the joint recommendation of the two members first appointed.
- 4. Appointed by the Minister, under Section 8, Sub-section 4, of the I. D. I. Act, in the absence of a joint recommendation by the two members first appointed.

I. MINING AND SMELTING INDUSTRY.

1. COAL MINES.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of disputes.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
1911 April 13	Western Coal Operators' Association and employees, members of District No. 18, United Mine Workers of America.	Employees...	Eastern British Columbia and Southern Alberta.	6,000 dir... an indefinite number indir.	Concerning making of new agreement.	Rev. C. W. Gordon, D. D. (c); Colin Macleod (e) 1; A. J. Carter (m) 1.	April 21...	July 10... July 11...	The employees concerned in this dispute ceased work on March 31, 1911, on the termination of a two years' agreement with the employing companies. A Board was established by request of the employees on April 18. The Board's report was accompanied by a minority report by Mr. Carter. The operators signified their willingness to negotiate an agreement along the general lines suggested by the Board in its majority report; the employees on the other hand, accepting the minority report of Mr. Carter. The majority of the mines remained closed down until the middle of November, when a new agreement was signed by the parties concerned effective to March 31, 1915.

1911 Oct. 23	Alberta Coal Mining Co. Ltd., and employees	Cardiff, Alta.	80	Concerning wages and conditions of employment.	J. Norman Fraser (c) 3; O. Hannah (a) 1; Clement Stubbs, (m) 1.	Dec. 21.	Report was signed by all three members of the Board, with slight objections noted by M.M. Hannah and Stubbs. After the award of the Board had been communicated to both parties concerned there was a cessation of work for a few days. The department was later informed that a settlement had been reached on the basis of the Board's findings, and work resumed.
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2. METAL MINES.

1911 May 25	Hudson Bay Mining Co., Ltd., and employees, members Gowganda Miners' Union No 154, W. F. M.	Gowganda, Ont.	30	Concerning reduction in wages.	George Ritchie, K.C. (c) 4; Prof. John Sharp (a.); Duncan J. McDonell (m) 1.	June 9	July 10	Report of Board was accompanied by minority report signed by Mr. McDonell. The employees, being unwilling to accept the Board report, declared a strike, of which no formal settlement was reported. Operations were resumed in the company's mine at the end of July.
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II. TRANSPORTATION AND COMMUNICATION
1. RAILWAYS.

1911 May 11	Michigan Central Ry Co. and sectionmen	St. Thomas, Ont.	1,200 to 1,400	Concerning proposed reduction in wages				The employees concerned in this dispute ceased work on May 1, on account of a proposed reduction in their rate of pay. Application was later made by the employees for the establishment of a Board. Whilst communications were passing between the department and the employees an officer of the department proceeded to St. Thomas at the Minister's request, for the purpose of conferring with the parties concerned. As a result the company restored the scale of wages which had existed prior to May 1, 1911, and announced its willingness to re-engage those who had ceased work.
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INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1911-12.—Continued.

II. TRANSPORTATION AND COMMUNICATION—Continued.

1. RAILWAYS.—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
May 17	Canadian Coal and Ore Dock Co., Ltd., and employees, members of Coal Handlers' Union No. 319.	Employees.	Port Arthur, Ont.	150 dir. 200 indir.	Concerning wages and conditions of employment.	His Honour Judge John McKay (c); George F. Horri- gan (e) 1; Andrew Boyd (m) 1.	June 2	June 19	A unanimous report was presented by the Board in which it stated that a settlement had been effected of all points at issue, an agreement effective from May 1, 1911, to April 30, 1912, having been signed by both parties.
May 17	Quebec and Lake St. John Ry. Co., and car men, members of the Brotherhood of Railway Carmen of America.	Employees.	Quebec, Que.	80 dir. 15 indir.	Concerning wages and conditions of employment.				Whilst proceedings looking to the establishment of a Board were in progress, the department was informed that a settlement had been reached on the various points at issue.
July 18	Grand Trunk Ry. Co., and Machinists, members of the International Association of Machinists.	Employees.	G. T. R. System	2,000 dir. 6,000 indir.	Concerning demand for a new schedule of rules and rates of pay	Hon. Mr. Justice J. V. Teetzel (c) 3; Hon. Wallace Nesbitt, K. C., (e) 1; J. G. O'Donoghue (m) 1.	Oct. 11	Oct. 23	Report was signed by all three members of the Board, Mr. O'Donoghue, however, dissenting in certain particulars. Department was informed that the findings of the Board were not acceptable to the employees concerned. No cessation of work, however, occurred.

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1911 July 31.	Grand Trunk Pacific Ry. Co., and Machinists, members of the Inter. Association of Machinists.	Employees.	G.T.P. Ry. System.	Sys-150	Concerning wages and hours, and conditions of employment, also demand for schedule.	Dr. J. W. Sparling, (c)4. Rev. J. L. Gordon† (e)2. Thos. J. Murray, (m)1.	Oct. 12.	Oct. 28.	A unanimous report was presented by the Board which was favourable to the employees concerned and was accepted on their behalf. The company, in a letter dated November 2, declined to accept the Board's findings. On October 6, the company's shops at Edmonton and Rivers were closed down, and the employees concerned declared a strike on October 10, which continued until December 13, 1912, when an agreement was reached by the parties concerned.*
Aug. 8.	Grand Trunk Pacific Ry. Co and boiler-makers, members of the Inter. Brotherhood of Boilermakers, Iron Shipbuilders and Helpers of America.	Employees.	G.T.P. System	150.	Concerning wages, hours and conditions of employment; also demand for schedule.				
Sept. 11.	Canadian Pacific Ry. Co., and various employees, members of the Canadian Brotherhood of Railroad Employees.	Employees.	Calgary and Medicine Hat, Alta.	Me-6,500 dir... 6,500 indir.	Concerning alleged discrimination against members of union.	John Anthony McDonald (m)1.			Proceedings discontinued.
Nov. 14	Quebec Central Ry. Co. and telegraphers, members of the Order of Railroad Telegraphers.	Employees.	Quebec Central Ry. lines.	70	Concerning demand for a new schedule of rules and rates of pay.				Pending establishment of Board a settlement was reached.

*The two applications here recorded are regarded as one in the tabular statement.

†Honourable Wallace Nesbitt, K.C., was at first appointed a member of the Board, but, being unable to act, withdrew on October 5.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1911-12.—Continued.

II. TRANSPORTATION AND COMMUNICATION.—Continued

1. RAILWAYS—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (C) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Dec. 12.	Michigan Central Ry. Co., and station agents, telegraph and telephone operators, and tower men, members of the Order of Railroad Telegraphers.	Employees.	M.C.R. lines in Canada.	115 dir. 3,000 indir.	Concerning demand for the adoption of certain amendments to the existing schedule.	Peter McDonald (C) J. E. Duval (E) 1. J. G. O'Donoghue (M) 1.	Jan. 17.	Mar. 12	Report of Board was accompanied by a minority report signed by Mr. Duval. As a result of the enquiry the company granted an increase of wages and made certain modifications in its rules governing the employment of its station agents, telegraphers, etc. No cessation of work occurred.
Dec. 29.	Pere Marquette Ry. Co., and maintenance-of-way employees and pump men, Members of the Inter. Brotherhood of Maintenance - of - Way employees.	Employees.	Buffalo Division of the Pere Marquette Ry.	140	Concerning wages, hours, and demand for a set of rules governing both the foregoing.	Hon. Chief Justice Sir Glenholme Falconbridge (C) 3. Hon. Wallace Nesbitt, K.C. (E) 1. J. G. O'Donoghue (M) 1.	Jan. 20.	Feb. 19.	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by both parties concerned.
1912 Mar. 11	Canadian Pacific Ry. Co., and railroad freight handlers and railway clerks, members of Winnipeg Division, No. 177, Brotherhood of Railroad Freight Handlers and Railway Clerks	Employees.	Winnipeg, Man.	220 dir. 230 indir.	Concerning alleged discrimination by company against members of the union.	Chas. P. Fullerton, (E) 2; Thos. J. Murray, (M) 1.			At the close of the fiscal year the Board had not been completed by the appointment of a chairman.

2. STREET RAILWAYS.

1911 June 19	Montreal Street Ry. Co., and employees, members of the Amalgamated Association of Street and Electric Railway Employees of America No. 328.	Employees.	Montreal, Que.	30 dir 1,970 indir.	Concerning dismissal of certain employees and alleged discrimination against them as members of union.	1911 Hon. Justice Thos Fortin (c)4. J. L. Perron, K.C. (c)1. Charlemagne Rodier (m)1.	Aug. 11	Board restrained from proceeding by order of court pending de- termination of an application by the company to the Superior Court for a writ of injunction, declaring the Industrial Dis- putes Investigation Act to be ultra vires.
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3. COMMERCIAL TELEGRAPHY.

1911 May 23	Great North Western Telegraph Co., of Canada, and telegraphers, members of the Commercial Telegraphers' Union of America.	Employees.	All offices operated by the C.N.W. Telegraph Co. of Canada.	200 dir 1,100 indir	Concerning wages and conditions of em- ployment; also alleged discrimination against members of the union.	Hon. Mr. Justice J. V. Teetzel (c)3. Frederick H. Mar- key (c)1. D. Campbell (m)1	Mar. 30 July 17.	Report of Board was signed by all three members, Mr. Markey and Mr. Campbell, however, each dissenting on one point. The findings of the Board were accepted by both parties concerned.
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4. TELEPHONES.

1911 Sept 6	British Columbia Tele- phone Co., and em- ployees, members of Local Union 213 In- ter. Brotherhood of Electrical Workers.	Employees.	Lines of the B.C. Telephone Co.	220	Concerning wages and company's attitude toward union men.	John H. Senkler, K.C. (c)3. William M. Barker (c)1. Chas. Enright (m)1.	Oct. 6 Nov. 28	Report of Board was accompa- nied by a minority report signed by Mr. Barker. The department was not informed of the acceptance or non- acceptance by either party of the Board's findings. No cessation of work, however, occurred.
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INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1911-12.—Continued.

III. MUNICIPAL PUBLIC UTILITIES.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
1911 May 27.	Cities of Port Arthur and Fort William, Ont., and electrical workers, members of Inter. Brotherhood of Electrical Workers of America, Local Union No. 339.	Employees...	Port Arthur and Fort William, Ont.	32 dir. 66 indir.	Concerning wages and hours.	Rev. S. C. Murray D.D. (c)3. J. Dix Fraser (e)1. C. W. Foster (m)1.	June 8.	July 3.	A unanimous report was presented by the Board in which it was stated that an agreement had been signed by both cities and their electrical workers, the agreement being effective for one year, from June 1, 1911.
May 29.	City of Edmonton, Alta., and electrical workers, members of Inter. Brotherhood of Electrical Workers of America, Local Union No. 544.	Employees...	Edmonton, Alta.	35.	Concerning wages and conditions of employment.	Hon. Mr. Justice H. C. Taylor (c)3. Arthur W. Ormsby (e)1. W. Symonds (m)1.	June 9.	July 5.	A unanimous report was presented by the Board in which it was stated that a schedule of wages and a set of rules for each department had been drawn up and accepted by both parties to the dispute, effective from July 1, 1911, to May 1, 1913.

B.—INDUSTRIES OTHER THAN MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION, AND OTHER PUBLIC UTILITIES.

1911 April 3.	John Ritchie Co. Ltd., William A. Marsh Co. Ltd., Gale Bros. and J. M. Stobo, boot and shoe manufacturers, Quebec, and employees.	Employees.	Quebec, Que.	68 dir. 875 indir.	Concerning wages	Dr. G. W. Jolicoeur (c)3. Felix Marois (e)1. Joseph Alphonse Langlois (m)1.	April 24.	June 26.	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute. It was understood that the Board's findings were accepted by the parties concerned.
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INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1910-11.
STATEMENT of Applications for Boards of Conciliation and Investigation and of Proceedings thereunder from April 1, 1910,
to March 31, 1911.

A. MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION AND OTHER PUBLIC SERVICE UTILITIES.

- 1. Appointed by the Minister, under Section 8, Sub-section 1, of the I. D. I. Act, on recommendation from party concerned.
- 2. Appointed by the Minister, under Section 8, Sub-section 2, of the I. D. I. Act, in the absence of a recommendation from party concerned.
- 3. Appointed by the Minister, under Section 8, Sub-section 3, of the I. D. I. Act, on the joint recommendation of the two members first appointed.
- 4. Appointed by the Minister, under Section 8, Sub-section 4, of the I. D. I. Act, in the absence of a joint recommendation by the two members first appointed.

I. MINING AND SMELTING INDUSTRY.

1. COAL MINES.

Date of receipt of application	Parties to Dispute	Party making application	Locality	No. persons affected.	Nature of disputes.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
1910 Jan. 5	Alberta Coal Mining Co. and employees	Employer	Cardiff, Alta	35 dir. 25 indir.	(Concerning wages and conditions of employment.	R. G. Duggan (c)3. J. O. Hannah (E)1. Clement Stubbs (M)1.	Jan. 17...	Apr. 2...	A unanimous report was presented by the Board making certain recommendations for the settlement of the dispute, which were understood to have been accepted by both parties concerned, a strike being thereby averted.
Apr. 18...	Canadian - American Coal and Coke Co., and employees, members of Frank Local No. 1263, U M W A	Employer	Frank, Alta	262	(Concerning making of new agreement and recognition of U M W A.	I. S. G. VanWart (c)4. Colin MacLeod (E)1. Clement Stubbs (M)1.	Apr. 29...	June 4...	Settlement arrived at by chairman without Board being formally convened; settlement effective to March 31, 1911.
Oct. 26...	Crowsnest Pass Coal Co., Ltd., and employees, members of District No. 18, U M W A.	Employees	Fernie, B.C.	3,000	(Concerning alleged breach of agreement, and increased charge for special train.	I. S. G. VanWart (c)4. W. S. Lane (E)1. Clement Stubbs (M)1.	Nov. 18...	Feb. 18...	Board effected settlement which was understood to be acceptable to both parties concerned, a strike being thereby averted.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1910-11.—Continued.

I. MINING AND SMELTING INDUSTRY.—Continued.

1. COAL MINES.—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
1911 Jan. 16.	North Atlantic Col- lieries Co., Ltd., and employees, members of Local Union, No. 2173, District No. 26, U.M.W.A.	Employees...	Port Morien, N.S.	110 dir... 150 indir..	Concerning reduction in wages and con- ditions of employ- ment.	Prof. Robt. Magill (c)4. Duncan G. Mac- Donald (e)2. AlexanderMcKin- non (m)1.	Mar. 9....	Mar. 23....	During proceedings for establish- ment of Board, company went into liquidation and mines were accordingly closed down.
June 7..	The Wettlaufer Silver Mining Co., Ltd., and certain em- ployees.	Employees...	South Lorrain, Ont.	35 dir..... 30 indir..	Concerning reduction in wages.	George Ritchie (c)4. R. F. Taylor (e)1. Chas. H. Lowthian (m)1.	Feb. 20....	Feb. 28....	A unanimous report was present- ed by the Board making certain recommendations for settlement of dispute. No cessation of work occurred.

II. TRANSPORTATION AND COMMUNICATION.

1. RAILWAYS.

1910 Mar. 17.	Toronto, Hamilton and Buffalo Ry. Co., and its conductors, baggagemen, brake- men and yardmen.	Employees.	All lines of T. H. Ry. A. B. Ry.		Concerning employees' demand for increas- ed compensation and improved conditions.	J. E. Atkinson (c)4. F. H. McGuigan (e) 1. J. G. O'Donoghue, (m).	April 6.		Agreement was reached between parties concerned without Board having been convened. The terms of settlement of this dispute were understood to correspond closely to the terms of settlement of a similar dis- pute between the C.P.R. and its employees in train and yard service.
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Mar. 17	Canadian Pacific Ry. Co. and its conductors, baggagemen, brakemen and yardmen.	Employees.	All lines of C.P. Ry.	4,360	Concerning employees' demand for increased compensation and improved conditions.	J. E. Atkinson (c) 4; Wallace Nesbitt (c) 1; J. G. O'Donoghue (m) 1.	Mar. 31	June 22	Report of Board was accompanied by a minority report signed by Mr. J. G. O'Donoghue, member appointed on the recommendation of the employees. Upon receipt of these reports negotiations were resumed between the company and the employees concerned, which resulted, on July 21, in an agreement to continue in force until terminated by thirty days' notice in writing. The agreement was understood to be in some respects similar to, but in other particulars different from, the terms of settlement proposed by the Board, and was said to correspond closely both in respect of rates of wages and rules to standard rates and rules existing on a number of the principal railway systems in the Eastern States.
Mar. 17	Grand Trunk Ry. Co. and its conductors, baggagemen, brakemen and yardmen.	Employees.	All lines of G.T.R. system.	3,017	Concerning employees' demand for increased compensation and improved conditions.	J. E. Atkinson (c) 4; Wallace Nesbitt (c) 1; J. G. O'Donoghue (m) 1.	April 6	June 22	Report of Board was accompanied by a minority report signed by Mr. Wallace Nesbitt, K. C., member appointed on the recommendation of the company. Upon receipt of these reports negotiations were resumed between the company and the employees concerned for settlement of the differences in question. These negotiations were continued up till July 18, when a strike was declared of the employees concerned. Strike continued up till August 2, when it was announced that a settlement had been arrived at through Government intervention, the strike being declared off.

II. TRANSPORTATION AND COMMUNICATION—Continued.

1. RAILWAYS—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (C) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Mar. 19	Grand Trunk Pacific Ry. Co. and telegraph and station employees.	Employees.	G.T.P. lines.	75	Concerning rules and rates of pay.	Honourable Judge D. McGibbon (C) 3; Donald Ross (E) 2; W. T. J. Lee (M) 1.	April 22	July 7	A unanimous report was presented by the Board, which made certain recommendations for the settlement of the dispute. No cessation of work occurred.
Mar. 22	Dominion Atlantic Ry. Co. and employees.	Employees.	Kentville, N.S.	4 dir. and 25 indir.	Concerning terms of employment and dismissal of certain employees.	Honourable John N. Armstrong (C) 4; McCallum Grant (E) A. R. Mosher (M) 1.	April 29	May 12	Report of Board was accompanied by a minority report signed by Mr. Aaron A. R. Mosher, member appointed on behalf of the employees, which was accepted by them. The department was informed by the company that there would be no discrimination on its part between union and non-union men. No cessation of work occurred.
May 2	Canadian Northern Ry. Co. and its blacksmiths, members of Blacksmiths' Railway Union No. 147.	Employees.	Winnipeg, Man.	30	Concerning demand for new working agreement, increased wages and shorter hours.				No Board established, settlement having been arrived at between the parties concerned.
May 2	Canadian Northern Ry. Co. and its blacksmiths' helpers, members of Blacksmiths' Helpers' Lodge No. 335.	Employees	Winnipeg, Man.	Between 30 and 40.	Concerning demand for new working agreement, increased wages and shorter hours.				No Board established, settlement having been arrived at between the parties concerned.

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May	2	Canadian Ry. Co. and its machinists, members of Fort Garry Lodge No. 189, International Association of Machinists	Employees.	Winnipeg, Man.	325	Concerning demand for new working agreement and increased wages.			No Board established, settlement having been arrived at between the parties concerned.
May	2	Canadian Ry. Co. and its machinists' helpers, members of Federal Union, No. 4	Employees.	Winnipeg, Man.	57	Concerning demand for new working agreement, increased wages and shorter hours.			No Board established, settlement having been arrived at between the parties concerned.
May	2	Canadian Ry. Co. and its moulders, members of Moulders' Union No. 174	Employees	Winnipeg, Man.	13	Concerning demand for new working agreement, increased wages and shorter hours			No Board established, settlement having been arrived at between the parties concerned.
May	2	Canadian Ry. Co. and certain employees, members of Brotherhood of Railway Carmen, Northern Star No. 371, and Plumbers, Gas and Steamfitters Union No. 479.	Employees.	Winnipeg, Man.	132	Concerning demand for new working agreement, increased wages and shorter hours.	Wm Elliott Macara (c) 3; David H Cooper (c) 4; Philip C Locke (c) 1	June 28	Board presented a unanimous report making certain recommendations for a settlement. Award was not accepted by employees concerned, some of whom declared strike on July 7. Strike continued until September 27, when the men returned to work on the terms of the Board's award.
1910 May	2	Canadian Ry. Co. and its boilermakers, boiler-makers' specialists and boiler-makers' helpers, members of Boilermakers and Iron Ship Builders of America, Fort Garry, No. 451, and Boilermakers, Iron Ship Builders and Helpers, No. 212.	Employees	Winnipeg, Man.	170	Concerning demand for new working agreement, increased wages and shorter hours.	David H. Cooper (c) 1		Pending establishment of Board a settlement was arrived at between parties concerned.

II. TRANSPORTATION AND COMMUNICATION—Continued.

RAILWAYS—Continued

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
June 21	Intercolonial Prince Edward Island Railways and telegraphers, train dispatchers and station agents, members of Order of Railroad Telegraphers.	Employees.	Canadian Government railway system	490	Concerning proposed amendments to schedule and alleged mistreatment of certain employees.	His Honour Judge John A. Barron (c) 3; J. H. Gilmour (e) 1; J. G. O'Donoghue (m) 1	1911 Jan. 4	1911 Feb. 20	Establishment of Board was postponed owing to arrangements being made for a conference between the Government Railways Managing Board and representatives of the employees concerned. A request was received from the employees on November 14, 1910, for a Board, no settlement having been arrived at. A unanimous report was received making certain recommendations for the settlement of the dispute, which were accepted by the Government Railways Managing Board and by the employees.
June 28	Grand Trunk Ry. Co. and brass workers in Montreal, members of Brass Workers, Local 320.	Employees.	Montreal, Que.	24	Concerning demand for minimum rate of 30 cents per hr.	A. G. B. Claxton (c) 4; Wm. Aird (e) 1 C. Rodier (m) 1.	July 13	July 30 Aug. 2	Report of Board was accompanied by a minority report, signed by Mr. Wm. Aird, member appointed on behalf of the company. Report was accepted by the employees concerned. No cessation of work occurred.

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Sept	3	Canadian Pacific Ry. Co. and maintenance of way employees	C.P.R. system in Canada.	Concerning demand for increased wages and revision of schedule	His Honour Judge D. McGibbon (c) 4; F.H. McGuigan (E) 1; W. T. J. Lee (M) 1.	Sept. 21	Mar. 1. Mar. 4	Report of Board was accompanied by a minority report signed by Mr. F. H. McGuigan, member appointed on behalf of the company. Department was informed that the majority report was accepted by company and employees concerned.
Sept	3	Grand Trunk Pacific Ry. Co. and maintenance-of-way employees.	Whole system of C. T. P. Ry.	Concerning demand for increased wages and revision of schedule.	His Honour Judge D. McGibbon (c) 3; J. W. Dawsey (E) 1; W. T. J. Lee (M) 1.	Sept. 21	Jan. 7	Report of Board was accompanied by a minority report signed by Mr. J. W. Dawsey, member appointed on behalf of the company. Report was accepted on behalf of employees concerned. The company, however, declined to be bound by the Board findings. No cessation of work occurred.
		Canadian Northern Ry. Co. and maintenance-of-way employees	C.N.R. system in Canada.	Concerning demand for increased wages and revision of schedule.	His Honour Judge D. McGibbon (c) 3; F.H. McGuigan (E) 1; W. T. J. Lee (M) 1.	Sept. 22	Mar. 2. March 10	Report of Board was accompanied by a minority report signed by Mr. F. H. McGuigan, member appointed on behalf of the company. Employees accepted Board findings. Company, however, declined to be bound by the same, but accepted instead the minority report. No cessation of work occurred.
1911	Feb. 10	Kingston and Pen- broke Ry. Co. and firemen and hostlers members of the Brotherhood of Locomotive Firemen and Enginemen.	Kingston, Ont.	Concerning demand for increased wages and revision of rules.				Department advised parties concerned that further effort should be made to effect settlement and on March 11, 1911, was informed that an amicable agreement had been arrived at.

2. STREET RAILWAYS.

July 1910	5	Toronto Ry. Co. and employees, members of Toronto Railway Employees' Union, No. 113.	Toronto, Ont...	Concerning demand for new working agreement.	His Honour Judge John A. Baron (c) 3; J. P. Mullarkey (E) 1; J. G. O'Donoghue (M) 1.	July 16	Aug. 20	A unanimous report was presented by Board making certain recommendations for settlement of dispute, which were accepted by both parties concerned.
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II. TRANSPORTATION AND COMMUNICATION—Continued.

2. STREET RAILWAYS—Continued

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of disputes.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Aug. 22	British Columbia Electric Ry. Co. and linemen, members of Local No. 213 International Brotherhood of Electrical Workers.	Employees.	Vancouver and vicinity.	50	Concerning demand for dismissal of foremen of linemen.	A. E. Beck (e) 1; Jas. H. McVety (m) 1.		Sept. 12	Constitution of Board not completed, the parties concerned having arrived at a settlement of the matters in dispute.
Oct. 22	Winnipeg Electric Ry. Co. and conductors and motormen, members of Amalgamated Association of Street Railway Employees of America, Local No. 99.	Employees.	Winnipeg, Man.	603	Concerning alleged discrimination against certain employees, members of Amalgamated Association of Street Railway Employees.	W. J. Christie (c) 3; Capt. Wm. Robinson (e) 1; L. L. Pelletier, (m) 1.	Nov. 11	Dec. 13 Dec. 15	Report of Board was accompanied by a minority report signed by Mr. L. L. Pelletier, member appointed on the recommendation of the employees concerned. Employees ceased work on December 16, 1910, to enforce their demand for reinstatement of four discharged employees. A settlement was effected through the intervention of Citizens' Committee, by which strike was terminated on December 31, 1910.

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3 SHIPPING.

Mar. 14	Allan Line, Donaldson Line, Thomson Line, Leyland Line, White Star Dominion Line, Canada Line, South Africa Line, Mexican Line, Manchester Liners, Black Diamond Line, Head Line, Canadian Pacific Railway Line, and all other owners of steamships navigating to Montreal and Syndicated Longshoremen of Montreal.	Employees	Montreal, Que.	1,800.	Concerning wages and conditions of employment.	Honourable Mr. Justice T. Fortin (c) 4; Wm. Lyall (e) 1; Gustave France (m) 1.	April 7	April 20	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by both parties concerned, an agreement being entered into effective for a period of five years. In connection with the same a permanent Board of Conciliation was established to settle such grievances as might from time to time be complained of.
Aug. 8	Allan Line, Donaldson Line, Thomson Line, Leyland Line, White Star Dominion Line, Canada Line, South Africa Line, Mexican Liners, Black Diamond Line, Head Line, Canadian Pacific Railway Line and all other owners of vessels navigating in the Port of Montreal, and the Ship Liners of the Port of Montreal.	Employees	Montreal, Que.	200	Concerning wages, hours and conditions of employment.	W.D. Lighthall (c) 4; J. Herbert Lauer (e) 1; Geo. Poliquin (m) 1.	Aug. 22	Sept. 16 Sept. 17	Report of Board was accompanied by a minority report signed by Mr. J. Herbert Lauer, member appointed on the recommendation of the Shipping Federation of Canada. The report was acceptable to the employees concerned; the shipping companies, however, in a communication addressed to the department, expressed themselves as unable to accept the majority report. No cessation of work occurred.
Sept. 10	Canadian Pacific Steamship Co. and its employees commonly known as deckhands, at Vancouver and Victoria, members of Sailors Union of the Pacific	Employees	Vancouver and Victoria, B.C.	\$6 dir. 50 indir.	Concerning wages, hours and conditions of employment	His Honour Judge W.W.B. McInnes (c) 3; G. E. McCrossan (e) 2; J.H. McVety (m) 1	Oct. 27	Nov. 28	A unanimous report was presented by Board making certain recommendations for the settlement of the dispute, which were accepted by the employees concerned. The company maintained that it had no dispute with its employees and that, therefore, no action on its part was necessary. No cessation of work occurred.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1910-11.—*Concluded.*II. TRANSPORTATION AND COMMUNICATION—*Continued.*

1. COMMERCIAL TELEGRAPHERS

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
1910									
June 23	Canadian Pacific Ry. Co. and commercial telegraphers, members of Commercial Telegraphers' Union of America.	Employees.	Commercial Telegraph lines of C. P. R.	600	Concerning wages and conditions of employment.	J. E. Duval (c) 3; F.H. McGuigan (E) 1; D. Campbell (M) 1.	July 7	July 25	A unanimous report was presented by Board in which it was stated that an agreement was concluded between the parties concerned on all points at issue.
1911									
Mar. 3	Great North Western Telegraph Co. of Canada and telegraphers, members of Commercial Telegraphers' Union of America.	Employees.	All offices operated by the G. N. W. Telegraph Co. of Canada.	200 dir. 1,100 indir.	Concerning wages and conditions of employment.	Hon. Mr. Justice J. V. Teetzel (c) 3; Frederick H. Markey (E) 1; D. Campbell (M) 1.	Mar. 30		Proceedings unfinished.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1909-10.
Statement of Applications for Boards of Conciliation and Investigation and of Proceedings thereunder from April 1, 1909,
to March 31, 1910.

A.—MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION, AND OTHER PUBLIC SERVICE UTILITIES.

- 1. Appointed by the Minister, under Section 8, Sub-section 1, of the I. D. I. Act, on recommendation from party concerned.
- 2. Appointed by the Minister, under Section 8, Sub-section 2, of the I. D. I. Act, in the absence of a recommendation from party concerned.
- 3. Appointed by the Minister, under Section 8, Sub-section 3, of the I. D. I. Act, on the joint recommendation of the two members first appointed.
- 4. Appointed by the Minister, under Section 8, Sub-section 4, of the I. D. I. Act, in the absence of a joint recommendation by the two members first appointed.

I. MINING AND SMELTING INDUSTRY.

1. COAL MINES.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
1909 Mar.	4 Dominion Coal Co. and employees, members of United Mine Workers of America.	Employees.	Glace Bay, C.B.	3,000.	Alleged discrimination against certain employees, members of United Mine Workers of America.	His Honour Judge Wallace (c) 4; G. S. Campbell (e) 2; Daniel McDougall (m) 1.	Mar. 22.	April 16	The Board did not present a unanimous report, Mr. McDougall presenting the minority report. The Board found against the contentions of the men, and the latter, refusing to accept the findings, struck on July 6. It was claimed by the company that the output of coal from its mines had practically ceased to be affected during the winter months following, although a considerable number of workmen, members of the United Mine Workers of America, remained on strike at the end of March, 1910.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1909-10.—Continued.

I. MINING AND SMELTING INDUSTRY—Continued.

1. COAL MINES—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
1909									
April 13	Nicola Valley Coal and Coke Co. and employees.	Employees...	Middlesboro, B.C.	150.....	Alleged discrimination against certain employees.	His Honour Judge P. S. Lampman (c) 3; Thos. Kid-die (E) 1; Thos. Chas. Brooke (M) 1	May 7..	June 3.. June 16 June 11	The report of the Board was accompanied by a minority report signed by Mr. T.C. Brooke, the member appointed on behalf of the employees. The report was not accepted by either party, and whilst proceedings were pending for the establishment of a Board in this case the employees ceased work on April 28, and remained on strike until the month of June. On June 15, the department was informed that an understanding had been reached between the management and the men.
April 26	Nova Scotia Steel and Coal Co., Ltd., and employees.	Employees...	Sydney Mines, C.B.	340.....	Wages and conditions of labour, and recognition of United Mine Workers of America.	His Honour Judge J. P. Chipman (c) 4; His Honour Judge MacGillivray (E) 2; D. McDougall (M)	June 23..	July 23..	The report of the Board was accompanied by a minority report, signed by Mr. D. McDougall, member appointed on behalf of the employees. The report of the Board found against the claims of the employees. There was, however, no cessation of work, the threatened strike being averted.

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10 May 1909	8	Western Coal Operators' Association, comprising: Alberta Ry. and Irrigation Co., H. W. McNeil Co., Pacific Coal Co.; Leitch Collieries Ltd.; Western Canadian Collieries, Ltd.; Inter. Coal and Coke Co., Ltd., and Hosmer Mines Ltd., and their employees.	Employees...	Lethbridge, Coleman, Lille, Bankhead, Hillcrest, Bellevue, Passburg, Canmore and Taber, Alta., Hosmer and Frank, B.C.	2,100..	Wages and conditions of labour.	Rev. Hugh Grant (c) 4; Colin Macleod (e) 1; F. H. Sherman (m) 1.	May 15.	June 21. June 23	The report of the Board was accompanied by a minority report, signed by Mr. Colin Macleod, which was however, in substantial agreement with that of the Board. The report was not definitely accepted by either party, but conferences between the employers and the employees followed its publication with the result that an agreement was reached, closely following the terms of the award, effective to March 31, 1911. The employees, who had been on strike from April 1, resumed work on July 1.
May 10	10	Cumberland Railway and Coal Co. and employees.	Employees...	Springhill, N. S.	1,500..	Wages and conditions of labour and recognition of United Mine Workers of America.	Hon. Mr. Justice Longley (c) 4; Chas. Archibald (a) 2; E. B. Paul (m) 1.	June 5	July 23	The report of the Board was accompanied by a minority note, signed by Mr. E. B. Paul, the member appointed on behalf of the employees. The Board's findings were substantially in favour of the company. The award was not however, accepted by the employees, and a strike was declared on August 9, which resulted in the closing down of the company's mines until early in the month of March 1910, when operations were resumed on a limited scale.
June 15	15	Canada West Coal Co. and employees.	Employer....	Taber, Alta....	300	Wages and conditions of labour.	His Honour Judge R. Winter (c) 3; Colin Macleod (c) 1; W.C.Simmons (m) 1.	July 3	July 19	A unanimous report was presented by the Board, making recommendations for the settlement of the dispute. An agreement based on the findings of the Board was subsequently signed by the parties concerned effective from July 30, 1909, to March 31, 1911. The employees who had been on strike from April 23, returned to work on July 30.

I. MINING AND SMELTING INDUSTRY.—Continued.

1. COAL MINES.—Continued

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Nov. 18	Edmonton Standard Coal Co., Ltd., and employees.	Employer....	Edmonton, Alta..	75.....	Wages and dismissal of employees.	Geo. F. Cunningham (c) 3; Frank B. Smith (E) 1; Clement Stubbs (M) 1.	Dec. 2...	Dec. 27...	A unanimous report was presented by the Board making certain recommendations for the settlement of the dispute, which were accepted by the parties concerned, a strike being thereby averted.
Dec. 2	James W. Blain, contractor for output of Cardiff Coal Co., Ltd. and employees.	Employer....	Cardiff, Alta.....	60 dir..... 15 indir.	Wages and conditions of employment.	.....	.....	.....	Proceedings in connection with the application were discontinued in view of an agreement being reached by the parties concerned.
1910 Jan. 5	Alberta Coal Mining Co. and employees.	Employer..	Cardiff, Alta.....	35 dir..... 25 indir.	Wages and conditions of employment.	R. G. Duggan (c) 3; J. O. Hannah (E) 1; Clement Stubbs (M) 1.	Jan. 17...	.....	Proceedings unfinished.

2. METAL MINES.

1909 April 5	British Columbia Copper Co. and employees.	Employees...	Greenwood, B.C..	225.....	Alleged discrimination against certain employees.	His Honour Judge P. E. Wilson (c) 1; Edward Cronyn (E) 1; John McInnis (M) 1.	April 20...	May 29... June 3 June 11	Three separate reports were presented in this case, the company expressing willingness to accept that of the chairman as a basis of settlement, while the men accepted the report of Mr. John McInnis. The men declared a strike on June 28, which continued until July 24.
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1910 Jan.	British Columbia Copper Co. and employees	Employer.	Greenwood, B. C. 350.	Employees' unwill- ingness to work with non - union men.	J. H. Senkler (c) 4; John A. Mara (E) 1 John McInnis (M) 1	Jan. 10	Mar. 29	The report of the Board was accompanied by a minority report, signed by Mr. John McInnis. The Board's report was substantially in favour of the company. The employees concerned being unwilling to concur in the findings of the Board, a strike was declared on April 19, and continued until May 11, when the employees returned to company's service on terms of Board's award.
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II. TRANSPORTATION AND COMMUNICATION.

1. RAILWAYS.

1908 Dec.	Kingston and Pembroke Ry. Co., and employees, members of Order of Railroad Telegraphers.	Employees.	Kingston - Pembroke Ry. Sys. 1,600 indir.	Wages and conditions of labour.	His Honour Judge Gunn (c) 4; J. L. Whiting, K.C. (E) 1; J. G. O'Donoghue (M) 1.	Jan. 15	April 22	A unanimous report was presented by the Board, which made certain recommendations for the settlement of dispute. The report, with recommendations, was accepted subsequently by both parties, a strike being thereby averted.
1909 May	Canadian Pacific Ry. Co., and railroad telegraphers in its employ	Employees.	Canadian Pacific 1,600.	Concerning alleged unfair dismissal and breach of contract.	Hon. Mr. Justice Fortin (c) 4; Wallace Nesbitt, K.C. (E) 1; W. T. J. Lee (M) 1.	May 29	June 11	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were subsequently, in correspondence with the department, accepted by both parties concerned, a strike being thereby averted.
June	Grand Trunk Pacific Ry. Co., and engineers, firemen, conductors, brakemen, baggage men and yardmen in its employ.	Employees.	Grand Trunk Pacific 300.	Wages and conditions of labour.	Hon. R.F. Sutherland, M.P. (c) 3; F.H. McGuigan (E) 1; J. G. O'Donoghue (M) 1.	June 24	Aug. 14	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute and no cessation of work occurred, the threatened strike being averted.

II. TRANSPORTATION AND COMMUNICATION.—Continued.

1. RAILWAYS.—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
June 8	Canadian Ry. Co. and its maintenance-of-way employees.	Employees.	Canadian Northern Ry. lines west of Port Arthur.	1,100 dir.... 700 indir.	Wages and conditions of labour.	His Honour Judge R. M. Myers (c) 4 W. J. Christie (E) 1 J. G. O'Donoghue (M) 1.	June 24...	July 21...	The report of the Board was accompanied by a minority report, signed by Mr. W. J. Christie. The findings of the Board were subsequently accepted by both parties to the dispute, a strike being thereby averted.
Aug. 11	Intercolonial Railway of Canada and its roundhouse employees.	Employees.	Halifax, N.S.	20 dir.... 1,000 indir.	Employers' alleged discrimination against certain employees.	Sir Geo. Garneau (c) 4; Jas. M. Gilmour (E) 1; Aaron A. R. Mosher (M) 1	Sept. 25...	Nov. 17...	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute. The findings of the Board were subsequently accepted by both parties to the dispute, a strike being thereby averted.
Oct. 2	Intercolonial Railway of Canada and machinists and fitters in its employ.	Employees.	Intercolonial Ry. system.	363 dir.... 43 indir.	Concerning dismissal of certain employees and alleged violation of contract.	His Honour Judge John A. Barron (c) 4; Jas. H. Gilmour (E) 1; J. G. O'Donoghue (M) 1.	Oct. 19...	Dec. 8...	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by both parties concerned, a strike being thereby averted.
Dec. 3	Grand Trunk Ry. Co. and telegraphers and station agents in its employ.	Employees.	Grand Trunk Ry. lines, east of Detroit, Mich.	760.	Wages, advertising of vacancies, etc.	J. E. Atkinson (c) 4; Wallace Nesbitt, K.C. (E) 1; W. T. J. Lee (M) 1.	Dec. 21...	1910 Feb. 24...	A report was presented which was unanimous on certain of the matters in dispute, Mr. Wallace Nesbitt, K. C., member appointed on behalf of the company, dissenting from the views of the other members on two points. At the close of the year the department was in communication with the parties to the dispute. No cessation of work occurred.

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Mar. 17	Canadian Pacific Ry. Co. and conductors, baggagemen, brakemen and yardmen in its employ.	Employees.	C.P.R. lines.	4,360.	Wages and conditions of employment.	J. E. Atkinson (c) 4; Wallace Nesbitt, K. C. (r) 1; J. G. O'Donoghue, (m) 1	Mar. 18.	Proceedings unfinished.
Mar. 17	Grand Trunk Ry. Co. and conductors, baggagemen, brakemen, and yardmen in its employ.	Employees.	G.T.R. lines.	3,017.	Wages and conditions of employment.	Wallace Nesbitt, K. C. (r) 1; J. G. O'Donoghue, (m) 1	Mar. 18.	Proceedings unfinished.
Mar. 17	Toronto, Hamilton & Buffalo Ry. Co. and conductors, baggagemen, brakemen and yardmen in its employ.	Employees.	Toronto, Hamilton, and Buffalo Ry. lines.	101.	Wages and conditions of employment.	F. H. McGuigan (r) 1; J. G. O'Donoghue, (m) 1.	Mar. 18.	Proceedings unfinished.
Mar. 19	Grand Trunk Pacific Ry. Co. and its telegraph and station employees.	Employees.	Grand Trunk Pacific lines.	75	Rules and rates of pay.	W. T. J. Lee (m) 1.	Mar. 30.	Proceedings unfinished.
Mar. 22	Dominion Atlantic Ry. Co. and employees.	Employees.	Kentville, N.S.	4 dir. 25 indir	Terms of employment and dismissal of certain employees.			Proceedings unfinished.

2. STREET RAILWAYS.

1909	Winnipeg Electric Ry. Co. and employees.	Employees.	Winnipeg, Man.	600.	Concerning wages and conditions of labour.	Rev. C. W. Gordon, D.D. (c) 4; W. J. Christie (r) 1; J. G. O'Donoghue, (m) 1.	May 10	June 1	A unanimous report was presented by the Board, accompanied by an agreement covering all points in dispute and effective from May 1, 1909, to May 1, 1911, a strike being thereby averted.
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INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1909-10.—*Continued.*II. TRANSPORTATION AND COMMUNICATION—*Continued.*

3. FREIGHT HANDLERS.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
1909 May 17	Canadian Pacific Ry. Co. and freight handlers in its employ.	Employees...	Owen Sound, Ont.	250.....	Concerning wages....	Donald Ross (c) 4; Wallace Nesbitt K. C. (e) 1; J. G. O'Donoghue (m) 1	June 2..	June 17..	A strike of freight handlers employed by the Canadian Pacific Railway Company at Owen Sound, occurred on May 7 and continued until May 10, when application was made for the establishment of a Board under the Industrial Disputes Investigation Act, to which the dispute was referred for adjustment. The report of the Board was accompanied by a minority report by Mr. O'Donoghue. The report of the Board was accepted by the parties to the dispute, further cessation of work being thereby averted.
Aug. 18	Canadian Pacific Ry. Co. and freight handlers in its employ.	Employees...	Fort William, Ont.	700.....	Concerning wages and conditions of labour.	S. C. Young (c) 3; W.J. Christie(e) 1; W.T. Rankin (m) 1	Aug. 20..	Aug. 30..	A strike of freight handlers employed by the Canadian Pacific Railway Company at Fort William occurred on August 9, and continued until August 16, when application was made for establishment of a Board under the Industrial Disputes Investigation Act, to which the dispute was referred for adjustment. In the application it was stated that the employees were not informed of the provisions of this Act when the strike was declared. A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by the parties concerned, a further cessation of work being thereby averted.

4. LONGSHOREMEN.

1910 Mar. 14	Allan Line; Donaldson Line; Thomson Line; Leyland Line; White-Star-Dominion Line; Canada Line; South African Line; Mexican Line; Manchester Liners; Black Diamond Line; Head Line; Canadian Pacific Railway Line; and all other owners of steamships navigating to Montreal and Syndicated Longshoremen of Montreal.	Employees...	Montreal, Que....	1,800.....	Wages and conditions of employment.	Wm. Lyall (L) 1; Gustave Franceq, (M) 1.	Mar. 24...	Proceedings unfinished.
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5. TEAMSTERS.

1909 Feb. 10	Manitoba Cartage Co. Ltd.	Employees...	Winnipeg, Man...	40 dir... 200 indir.	Alleged discrimination against men connected with Union.	Rev. Dr. C. W. Gordon (C) 3; Prof. R. Cochrane (E) 2; T.J. Murray (M) 1.	Mar. 2...	April 1...	A unanimous report was presented by the Board, making recommendations for the settlement of the dispute. The report was not accepted by the company, but the inquiry had the effect of improving the conditions and bringing about an understanding so that the threatened strike was averted
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III. MUNICIPAL PUBLIC UTILITIES.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
1909									
July	S. Corporation of Saskatoon, Sask., and labourers in its employ	Employees..	Saskatoon, Sask...	150 dir.... 150 indir.	Concerning wages and conditions of labour.	E. J. Meilicke (c) 4; Alex Smith (E) 1; E. Stephenson (m) 1.	Aug. 4...	Sept. 9...	A report was presented by the chairman and Mr. Alex Smith, making certain recommendations for the settlement of the dispute, and stating also that an agreement had been reached on all points, except the establishment of a minimum wage scale and recognition of the employees' union. No cessation of work was reported.

B.—INDUSTRIES OTHER THAN MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION AND OTHER PUBLIC UTILITIES.

1909									
April 27	Dominion Textile Co. and mule spinners in its employ.	Employees...	Montreal, Que....	70 dir.... 3,000 indir.	Concerning wages and conditions of labour.	Hon. Mr. Justice Fortin (c) 3; F. G. Daniels (E) 1; A. A. Gibeault (m) 1	May 7...	May 25...	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by both parties concerned, a strike being thereby averted.

STATEMENT of Applications for Boards of Conciliation and Investigation and of Proceedings thereunder from April 1, 1908, to March 31, 1909.

A.—MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION, AND OTHER PUBLIC SERVICE UTILITIES.

- 1. Appointed by the Minister, under Section 8, Sub-section 1, of the I. D. I. Act, on recommendation from party concerned.
- 2. Appointed by the Minister, under Section 8, Sub-section 2, of the I. D. I. Act, in the absence of a recommendation from party concerned.
- 3. Appointed by the Minister, under Section 8, Sub-section 3, of the I. D. I. Act, on the joint recommendation of the two members first appointed.
- 4. Appointed by the Minister, under Section 8, Sub-section 4, of the I. D. I. Act, in the absence of a joint recommendation by the two members first appointed.

I. MINING AND SMELTING INDUSTRY.

1. COAL MINES.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
1908 May 2	Standard Coal Co. and employees.	Employees.	Edmonton.	20	Concerning wages and conditions of labour.	His Honour Judge Taylor (c) 4; F. B. Smith (e) 1; F. H. Sherman (m) 1.	June 19	July 22	Company had previously made an agreement individually with employees. Representative of men was willing to take agreement for what it was worth, but would not enter into same on behalf of union. Board decided to leave the existing agreement intact, and this arrangement appears to have been satisfactory, a strike being thereby averted.
May 12	Nova Scotia Steel and Coal Co. and employees.	Employees.	North Sydney, N.S.	1,750	Concerning wages and conditions of labour.	Prof. A. Short (c) 3; Dr. D. Allison (e) 2; J. W. Maddin (m) 1.	June 19	Aug. 1	An agreement concluded before the Board on all points, and a strike thereby averted.
May 14	International Coal and Coke Co. and employees.	Employees.	Westville, N.S.	500	Concerning wages and conditions of labour.	.....	.....	.....	No Board was established in this case, the parties having come to an amicable agreement, subsequent to forwarding the application, a strike being thereby averted.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1908-09.—*Continued.*I. MINING AND SMELTING INDUSTRY—*Continued*1. COAL MINES—*Continued.*

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
May 15	Acadia Coal Co. and employees.	.....	Stellarton, N.S....	800	Concerning wages and conditions of labour.	.....	.....	.....	No Board was established in this case, the parties having come to an amicable agreement subsequent to forwarding the application, a strike being thereby averted.
May 18	Port Hood and Richmond Ry. Coal Co. and employees.	Employees....	Port Hood, N.S....	300	Concerning wages and conditions of labour.	His Honour Judge MacGillivray (c) 3; Geo. S. Campbell (E) 1; Jas. MacDonald (M) 1.	June 8	July 2	A unanimous report was made by the Board with recommendations for a settlement of all differences, which is understood to have been accepted as a basis of working operations, a strike being thereby averted.
July 2	Maritime Coal Railway and Power Co., Ltd. and employees.	Employees....	Chignecto, N.S....	200	Concerning wages and conditions of labour.	Rev. Chas. Wilson (c) 3; B. Barnhill (E) 1; R. B. Murray (M) 1.	July 6	July 27	An agreement was effected before the Board on all the points at issue and covering the period of two years from July 31, 1908, a strike being thereby averted.
Oct. 19	Gallbraith Coal Co., Ltd., and employees	Employees....	Lundbreck, Alta...	30	Concerning wages and conditions of labour.	Chas. Simister (c) 3; F. B. Smith, C.E. (E) 1; Jas. A. McDonald (M) 1.	Nov. 25	Dec. 14	The Board presented a unanimous report recommending a basis of settlement, which was subsequently, in correspondence with the department, accepted by both parties to the dispute, a strike being thereby averted.
1909 Mar. 4	Dominion Coal Co. and employees, members of United Mine Workers of America.	Employees....	Glace Bay, N.S....	3,000	Alleged discrimination against members of United Mine Workers of America.	His Honour Judge Wallace (c) 4; G. S. Campbell (E) 2; Daniel McDougall (M) 1.	Mar. 22 .....	.....	Proceedings unfinished.

2. METAL MINES.

1908 July 20	Cobalt Central Mining Co., Ltd., and employees.	Employees...	Cobalt, Ont...	105	Concerning wages and hours.	Prof. S. J. Maclean (c) 4; E. L. Fra-leek (v) 1; C. B. Duke (v) 1.	Aug. 22...	Aug. 29...	Unanimous report presented by Board making recommendations for the settlement of the dispute, and no cessation of work was reported.
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II. TRANSPORTATION AND COMMUNICATION.

1. RAILWAYS.

1908 April 28	Canadian Pacific Ry. Co. and various trades in its mechanical department.	Employees...	C.P.R. system...	8,000.....	Concerning wages and conditions of labour.	P. A. Macdonald (c) 4; C. F. Fullerton (v) 1; G. F. Galt (v) 2†; Jas. Somerville (v) 1.	May 13...	July 16...	The Board did not present a unanimous report, Mr. Somerville presenting a minority report. The Board made certain recommendations for settlement of dispute, which were accepted by company with some demur. Men refused to accept findings of Board and ceased work on August 5. They returned to work on October 5, accepting finally recommendations of Board.
May 14	Intercolonial Railway of Canada and Station Freight Clerks' Union, Nos. 1 and 2 of Halifax, N.S., and St. John, N.B.	Employees.	Halifax, N.S. and St. John, N.B.	.....	Concerning wages and conditions of labour.	His Honour Judge McGibbon (c) 4; H. Holgate, C. E. (v) 1; J. G. O'Donoghue (v) 1; R. E. Finn (v) 1.**	Sept. 8...	Oct. 6...	The proceedings in this case were under the Conciliation and Labour Act by request of the employees and were subject to delay through the inability to act of the member of the Committee of Mediation and Investigation first appointed on the recommendation of the men. The committee was finally constituted and a settlement of all differences effected, a strike being thereby averted.

* Mr. Fullerton, finding himself at an early stage of the proceedings unable to agree with his colleagues, resigned from the Board, and the company declining to make a further recommendation, the Minister appointed Mr. Galt without recommendation.

**Owing to inability of Mr. R. E. Finn to act as member of Board, Mr. J. G. O'Donoghue was appointed in his stead.

II. TRANSPORTATION AND COMMUNICATION.—Continued.

1. RAILWAYS.—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
May 29	Canadian Pacific Ry. and railway telegraphers in its employ.	Employees...	C.P.R. system...	1,605.....	Concerning alleged wrongful dismissal of certain employees.	Hon. Mr. Justice Fortin (c) 4; C. Campbell, K. C. (e) 1; W. T. J. Lee (m) 1.	June 17...	Sept. 26...	A unanimous report was made by the Board with recommendations for a settlement of all differences, which was accepted by both parties, a strike being thereby averted.
Aug. 21	Canadian Northern Ry. Co. and carmen on its Lake St. John Division.	Employees...	Lake St. John Division Canadian Northern Ry.	49.....	Concerning wages and conditions of labour.	Ludovic Brunet (c) 3; E. A. Evans (e) 1; P. J. Jobin (m) 1; A. Chartrain (m) 1	Sept. 30...	Nov. 19...	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by both parties to the dispute, a strike being thereby averted.
Aug. 22	Canadian Pacific Ry. Co. and firemen and engineers in its employ.	Employees...	C.P.R. system...	7,000.....	Concerning alleged wrongful dismissal of certain employees.	Hon. Judge Fortin (c) 3; W. Nesbitt, K.C. (e) 1; J. G. O'Donoghue (m) 1	Jan. 5...	Jan. 25...	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by both parties, a strike being thereby averted.
Aug. 22	Canadian Northern Ry. Co. and locomotive engineers in its employ.	Employees...	Canadian Northern Ry. system.	341.....	Concerning wages and conditions of labour.	His Honour Judge Gunn (c) 4; F. H. Richardson (e) 1; J. Harvey Hall (m) 1.	Sept. 14...	Nov. 16...	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by both parties, and a strike thereby averted.

Dec. 26	Kingston and Pembroke Ry. Co. and employees, members of Order of Railroad Telegraphers.	Employees...	Kingston & Pembroke Ry. sys-tem.	19 dir... 1,600 indir.	Concerning wages and conditions of labour.	His Honour Judge Gunn (c) 4; J. L. Whiting, K. C. (1.) 1; J. G. O'Donoghue (m) 1.	Jan. 15.	Proceedings unfinished.
Dec. 29	Great Northwestern Telegraph Co. and certain RailroadTele-egraphers on Michi-gan Central Ry. sys-tem.	Employees...	Michigan Central Ry system.	75.	Abolition of com-mission by com-mercial business on Michigan Cen-tral Ry. System by Great North-western Telegraph Co., without due notice.	Judge McGillbon (c) 4; J. P. Mackay (1.) 2; J.G. O'Donoghue (m) 1.	Feb. 8.	Mar. 22
A unanimous report was present-ed by the Board, making cer-tain recommendations for the settlement of the dispute. The report was substantially in favour of the employees. The company had refused to nomi-nate to the Board and claimed irresponsibility in the matter. The inquiry, though not resulting in an agreement, is understood to have modified the situation to such a degree that danger of the threatened strike was averted.								

2. STREET RAILWAYS.

1908 May 8	Ottawa Electric Ry. Employees and its employees.	Employees...	Ottawa, Ont...	256.	Concerning wages and conditions of labour.	Prof. A. Shortt (c) 4; G.F. Henderson(c); J. G. O'Donoghue (m) 1.	May 22	June 15.
Sept. 3	Quebec Light, Heat and Power Co. and its Street Railway employees.	Heat Employees.	Quebec, Que...	116.	Concerning alleged wrongful dismissal of certain em-ployees	Omer Brunet (m) 1; W. H. Moore (c) 1.	Oct. 6	
Differences amicably arranged before the Board and strike thereby averted.								
The two members of the Board appointed respectively on the nomination of employing com-pany and employees presented a joint statement making cer-tain recommendations for a settlement of the disputed points, which recommend-ations were accepted by both parties to the dispute as a settlement of the differences, a strike being thereby averted.								

†Owing to inability of A. Chartrain to act as member of the Board, P. J. Jobin was appointed in his stead.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1908-09.—Continued.

II. TRANSPORTATION AND COMMUNICATION.—Continued.

3. TEAMSTERS.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
1909 Feb. 10	Manitoba Cartage Co. Ltd.	Employees...	Winnipeg, Man...	40 dir.... 260 indir.	Concerning alleged discrimination against men connected with the Union.	Rev. Dr. C. W. Gordon (c) 3; Prof R. Cochrane (E) 2; T. J. Murray (M) 1.	2... Mar.	.....	Proceedings unfinished.
B.—INDUSTRIES OTHER THAN MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION AND OTHER PUBLIC UTILITIES.*									
1908 Dec. 17	The John Ritchie Co., Ltd., and certain employers (lasters).	Employees & employers.	Quebec, Que.	300.....	Concerning introduction of certain machine and wages.	Dr. Chas Côté (c) 3; Félix Marois (E) 1 Z. Bérubé (M) 1.	31... Dec.	17... Feb.	An agreement was concluded before the Board covering all matters in dispute effective from February 12, 1909, to May 1, 1910, a strike being thereby averted.

*These disputes were referred to a Board of Conciliation and Investigation under Section 63 of the Act, which provides that "in the event of a dispute arising in any industry or trade other than such as may be included under the provisions of this act and such dispute threatens to result in a lockout or strike, or has actually resulted in a lockout or strike, either of the parties may agree, in writing, to allow such dispute to be referred to a Board of Conciliation and Investigation, to be constituted under the provisions of this Act," etc.

INDUSTRIAL DISPUTES INVESTIGATION, ACT, 1907.—PROCEEDINGS 1907-08.

STATEMENT of Applications for Boards of Conciliation and Investigation and of Proceedings thereunder from March 22, 1907, to March 31, 1908.

1.—MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION, AND OTHER PUBLIC SERVICE UTILITIES.

- 1. Appointed by the Minister, under Section 8, Sub-section 1, of the I. D. I. Act, on recommendation from party concerned.
- 2. Appointed by the Minister, under Section 8, Sub-section 2, of the I. D. I. Act, in the absence of a recommendation from party concerned.
- 3. Appointed by the Minister, under Section 8, Sub-section 3, of the I. D. I. Act, on the joint recommendation of the two members first appointed.
- 4. Appointed by the Minister, under Section 8, Sub-section 4, of the I. D. I. Act, in the absence of a joint recommendation by the two members first appointed.

I. MINING AND SMELTING INDUSTRY.

1. COAL MINES.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of disputes.	Names of Members of Board: (i) Chairman; (ii) Employer; (iii) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result or Reference.
1907 April 8	(1) Cumberland Ry. & Coal Co. and employees	Employees	Springhill, N.S.	1,700.	Concerning employment of non-union workmen.				On April 1, employees went on strike. It was alleged by employees that they were under impression that the mines of Nova Scotia were exempt from provisions of Act. When it was explained that the Act applied to all Canada, employees returned to work April 8. Disputes amicably settled. No Board constituted.
April....	(1) Canada West Coal Land Co. and employees	Employees	Taber, Alta.	150	Concerning hours of labour.				On April 1, employer locked out employees. Employer alleged that this was done in ignorance of provisions of Act. When informed of provisions of Act by department, mines were re-opened on April 18. Subsequently an amicable settlement was effected through intervention of Mr. J. D. McQueen, fair wages officer of department. No Board constituted.

1. It is important to note in connection with these disputes that the Industrial Disputes Investigation Act was not assented to till March 22, 1907. It was some weeks later before copies of the Act were available for distribution. Its provisions in consequence were not fully known by the parties at the time these disputes occurred.

I. MINING AND SMELTING INDUSTRY—Continued.

1. COAL MINES.—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (C) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
1907 April 9	Western Coal Operators' Association and employees. Canadian American Coal and Coke Co.	Employees.	Frank, Alta.	250	Concerning terms of joint agreement including wages schedule and other conditions of employment.	Sir Wm. Mulock, K. C. M. G. (c) 4; J. L. Parker (E) 1; L. P. Eckstein (M) 1.	April 22	May 29	Employees went on strike in the several mines while proceedings were pending in connection with the establishment of the Boards of Conciliation and Investigation, in consequence, it was alleged, of misunderstandings which arose through ignorance of the provisions of the Act. The Deputy Minister of Labour left for Fernie on April 19, to explain to the parties the provisions of the law. While in Fernie, the parties consented to his intervention as a conciliator under the Conciliation Act, 1900, and an agreement was effected on May 4. The Boards convened at Fernie on April 30, but adjourned proceedings pending investigations by the Deputy Minister. On May 6, the Boards reconvened to receive from the parties a formal statement that the difference had been adjusted, a further cessation of work being thereby averted. An important feature of the settlement was the establishment of a standing committee of conciliation between the employers and employees, to which future differences were to be referred.
	Crowsnest Pass Coal Co.		Fernie, Coal Creek, Michel, B.C.	1,800		Sir Wm. Mulock, K. C. M. G. (c) 4; F. B. Smith (E) 1; L. P. Eckstein (M) 1			
	International Coal & Coke Co.		Coleman, Alta.	370					
	West Canadian Collieries, Ltd.		Lille and Bellevue.	350					
	Breckenridge & Lund Coal Co.		Lundbreck, Alta.	125					
	H. W. McNeill Coal Co.		Canmore, Alta.	300					
	Pacific Coal Co.		Bankhead, Alta.	400					

Applications for a Board were received also from the employers, parties to this dispute.

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May 8	Cumberland Ry. and Coal Co. and employees.	Springhill, N.S.	1,700	Concerning payment for work in counter levels and stone in pillar work	The Hon. Mr. Justice Graham (c) 3; P. S. Archibald (E) 1; R. B. Murray (M) 1.	May 17	July 13	Board, being unable to effect a settlement by conciliation, presented a report signed by the Chairman and Mr. Archibald. Minority report was presented by Mr. Murray. The recommendations of the Board were not accepted by the employees. The strike which was threatened prior to the application for Board on May 8 was averted for the time being, but took place on August 1, continuing until October 31, when the employees returned to work on the conditions recommended in the report of the Board.
May 25	Alberta Ry. and Irrigation Coal Co. and employees of coal mines.	Lethbridge, Alta.	400	Concerning conditions of employment.				Amicable settlement including agreement as to conditions of employment and establishment of a standing committee of conciliation effected between parties while Board was in process of constitution, strike being thereby averted.
July 12	Cumberland Ry. and Coal Co. and employees.	Springhill, N.S.	1,700	Concerning wages and other conditions of employment.	His Honour Judge Patterson (c) 4; P. S. Archibald (E) 1; R. B. Murray (M) 1.	July 27	Sept. 21	Employees declared a strike on August 1, in reference to question of payment for stone in pillar work, having refused to accept the recommendations of the Board appointed May 17 to deal with this subject. In virtue of this strike proceedings before the Board were suspended until September 9. The Board sat for two days, and presented an interim report. The strike ended on October 31, the employees returning to work on the conditions recommended in the report of the first Board.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1907-08.—Continued.

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I. MINING AND SMELTING INDUSTRY.—Continued.

1. COAL MINES.—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Sept. 11	Hillcrest Coal and Coke Co., Ltd., and employees.	Employees.	Hillcrest, Alta.	70	Concerning wages and other conditions of employment.	Hon. W. C. Fisher (c) 4; J. R. McDonald (e) 1; F. H. Sherman (m) 1.	Sept. 24.	Nov. 4.	The report of the Board was accompanied by a minority report by Mr. Sherman. Though neither report was formally accepted by the parties, settlement was reached in consequence of the inquiry by the Board, and a strike thereby averted.
Sept. 16	Hosmer Mines and employees.	Employees.	Hosmer, B.C.	100	Concerning wages and other conditions of employment.	His Honour Judge Wilson (c) 4; F. B. Smith (e) 1; F. H. Sherman (m) 1.	Sept. 30.	Oct. 21.	The Board presented a unanimous report, which though not formally accepted by the parties, formed the basis of an agreement subsequently reached by them and reported to the Department, a strike being thereby averted.
Nov. 5	Canada West Coal and Coke Co. and employees.	Employees.	Taber, Alta.	150	Concerning wages, hours and other conditions of employment.	Hon. Mr. Justice Stuart (c) 4; S. A. Jones (e) 1; F. H. Sherman (m) 1.	Nov. 20.	Dec. 20	Differences adjusted, and agreement concluded before Board, dating from December 9, 1907, until March 31, 1909, a strike being thereby averted.
Nov. 5	Domestic Coal Co. and employees.	Employees.	Taber, Alta.	50	Concerning wages, hours and other conditions of employment.	Hon. Mr. Justice Stuart (c) 4; R. Duggan (e) 1; F. H. Sherman (m) 1.	Nov. 20.	Dec. 28.	Differences adjusted, and agreement concluded before Board, dating from December 9, 1907, until March 31, 1909, a strike being thereby averted.

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Nov. 5	Duggan, Huntrods and Co. and employees	Tabor, Alta.	40	Concerning wages, hours and other conditions of employment.	Hon. Mr. Justice Stuart (c) 4; J. Shorthouse (c); F. H. Sherman (m) 1.	Nov. 20.	Dec. 28.	Differences adjusted, and agreement concluded before Board, dating from December 9, 1907, until March 31, 1909, a strike being thereby averted.
Nov. 12	Stratheona Coal Co., and employees.	Edmonton, Alta.	40	Concerning wages, hours and other conditions of employment.	G. Montgomery (c) 3; F. L. Otter (c) 1; F. H. Sherman (m) 1.	Dec. 2.	Dec. 28.	Differences adjusted, and agreement concluded before Board, dating from September 23, 1907, until March 31, 1909, a strike thereby being averted.
Nov. 21	Cumberland Ry. and Coal Co. and employees.	Springhill, N.S.	1,700.	Concerning wages and other conditions of employment.	His Honour Judge Patterson (c) 4; R. B. Murray (m) 1; Hiram Donkin (e) 1.	Dec. 24	Jan. 21.	The Board presented a unanimous report, which the employees expressed a willingness and the Company an unwillingness to accept. No further cessation of work took place.
1908								
Jan. 4	Dominion Coal Co., Ltd., and members of the Provincial Workmen's Association.	Dominion, C.B.	7,000.	Concerning wages and conditions of employment.	Prof. A. Shortt (c) 4; J. Dix Fraser (e) 1; Dr. A. Kendal, M. P. P. (m) 1.	Feb. 18.	Mar. 23.	Differences adjusted and an agreement concluded before the Board, effective from March 16, 1909, to December 31, 1909, strike being thereby averted.
Feb. 10	John Marsh, John Howells, Stevens Brothers, coal mine operators, dealt with as a whole, and employees.	Woodpecker, Alta.	100.	Concerning wages and conditions of employment.	Hon. Mr. Justice Stuart (c) 3; W. E. Bullock (e) 1; F. H. Sherman (m) 1.	Feb. 25.	April 6.	The report of the Board stated that the Act did not apply in this case, the mines having closed down for lack of orders before the investigation occurred. A wage scale was, however, recommended. The report was accompanied by a minority report, making other recommendations.
Mar. 16	Western Dominion Collieries, Ltd., and employees	Taylorlton, Sask.	90.	Concerning wages and hours.	His Honour Judge Myers (c) 4; J. O. Hannah (e) 1; F. H. Sherman (m) 1.	April 10	May 5.	Differences adjusted and agreement concluded before Board, effective from May 1, 1908, to May 1, 1909, a strike being thereby averted.

INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1907-08.—Continued.

I. MINING AND SMELTING INDUSTRY.—Continued.

1. COAL MINES—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Mar. 16	Manitoba and Saskatchewan Coal Co., Ltd., and employees.	Employees.	Bienfait, Sask.	50	Concerning wages and hours.	His Honour Judge Dawson (c) 4; G. C. Crowe (e) 1; F. H. Sherman (m) 1.	April 22.	Dec. 8.	The report in this case appears, as represented to the Department, to have been mislaid by one of the members of the Board and an unusual delay occurred thereon in its presentation. The Board disagreed in its findings, but no cessation of work was reported.
Mar. 25	Cumberland Ry. and Coal Co., Ltd., and employees.	Employees.	Springhill, N.S.	1,600	Concerning wages.	His Honour Judge Wallace (c) 4; Hon John Armstrong (e) 2; R. B. Murray (m) 1.	April 29	May 26.	The report found against the claims of the men, and was accompanied by a minority report, finding generally, but not wholly, in favour of the men. The employees declared the minority report acceptable to them. No cessation of work was reported.

2. METAL MINES.

Sept. 12	Canadian Consolidated Mining & Smelting Co. and employees.	Employees.	Moyie, B.C.	400	Concerning wages and hours.	His Honour Judge Wilson (c) 3; J. A. Harvey (e) 1; S. S. Taylor, K.C. (m) 1.	Sept. 23.	Dec. 28.	The Board, after exhaustive inquiry into mining conditions in British Columbia, presented a unanimous report, the recommendations of which were of general application to the metal mining industry in the province of British Columbia. A settlement based on the recommendations was effected between the company and its employees, and a strike thereby averted. The inquiry, moreover, had the effect of influencing the settlement of other differences in the industry in other parts of the province.
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Dec. 9	McKinley - Darragh Mining Co., Ltd., and its employees	Cobalt, Ont.	120	Concerning wages	Prof. A. Shortt (c) 3; F. C. Kingswell (c) 1; John A. Welch (m) 1	Dec. 21	1908 Jan. 22	A unanimous report was presented by the Board, making recommendations for the settlement of the dispute. The findings of the Board were not formally accepted by the parties, but the investigation by the Board is believed to have been beneficial to the camp as a whole and no cessation of work was reported.
1908 Jan. 9	Temiskaming and Hudson Bay Mining Co., Ltd., and its employees	Cobalt, Ont.	50	Concerning wages and hours	Prof. S. J. Maclean (c) 4; M. F. Pumaville (c) 1; C. B. Duke (m) 1	Jan. 31	Feb. 13	Unanimous report was presented by Board, making recommendations for the settlement of the dispute. The findings of the Board were accepted by the men, but not by the company. No cessation of work was, however, reported.

II. TRANSPORTATION AND COMMUNICATION.

1. RAILWAYS.

1907 April 20	Grand Trunk Ry. Co. of Canada and machinists	Montreal, Ottawa, Toronto, Stratford, etc	400	Concerning schedule involving wages, hours, apprenticeship, re-instatement of former employees, etc	Prof. A. Shortt (c) 4; W. Nesbitt, K.C. (c) 1; J. G. O'Donoghue (m) 1	May 4	May 21	Differences adjusted, and agreement concluded before Board for period of one year from May 1, strike being thereby averted.
June 27	Grand Trunk Ry. Co. of Canada and its locomotive engineers	Montreal, Ottawa, Toronto, Stratford, etc	1,300	Concerning schedule of wages and rules	Prof. A. Shortt (c) 4; W. Nesbitt, K.C. (c) 1; J. Cardell (m) 1	July 18	Aug. 16	Differences adjusted, and agreement for three years concluded before Board, a strike being thereby averted.

INDUSTRIAL DISPUTES INVESTIGATION ACT.—PROCEEDINGS 1907-8—Concluded.

II. TRANSPORTATION AND COMMUNICATION Continued.

1. RAILWAYS—Continued.

Date of receipt of application.	Parties to dispute.	Party making application.	Locality.	No. persons affected.	Nature of disputes.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
July 10	Intercolonial Ry. of Canada and freight handlers in its employ at Halifax, N.S.	Employees...	Halifax, N.S.....	250...	Concerning wages and classification of employees.	Prof. W. Murray (c) July 3; Henry Holgate (e) 4; R. E. Finn, M.P. (m) 1.	July 22	Aug. 12	On June 29, employees went on strike, and when informed that provisions of Act applied, both parties agreed to refer the differences under the Act, and employees returned to work. On the request of the parties, proceedings were subsequently adopted under the Conciliation and Labour Act, and a settlement effected, the terms of which were made applicable to the railway's employees at St. John, N.B., as well as at Halifax, N.S., and further cessation of work was thereby averted.

III. REPORTS OF BOARDS OF CONCILIATION AND INVESTIGATION RECEIVED DURING THE FINANCIAL YEAR 1913-14.

(For the information of Parliament and the public, the report and recommendation of the Board, and any minority report, shall, without delay, be published in the *Labour Gazette*, and be included in the Annual Report of the Department of Labour to the Governor General.—Section 29 of the Industrial Disputes Investigation Act, 1907.)

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I.—APPLICATION FROM RAILWAY CONDUCTORS, MEMBERS OF THE ORDER OF RAILWAY CONDUCTORS OF AMERICA, EMPLOYED BY THE CANADIAN NORTHERN RAILWAY COMPANY.—BOARD ESTABLISHED.—NO CESSATION OF WORK.

Application received—March 11, 1913.

Parties concerned—The Canadian Northern Railway Company and conductors, members of the Order of Railway Conductors of America.

Applicants—Employees.

Nature of industry concerned—Railway.

Nature of dispute—Wages, hours, and conditions of employment.

Number of employees affected—Directly, 450; indirectly, 2,200.

Date of constitution of Board—March 29, 1913.

Membership of Board—Honourable Mr. Justice A. Haggart, Winnipeg, Man., chairman, appointed on the joint recommendation of the other members of the Board; Mr. Wm. Cross, Winnipeg, Man., appointed on the recommendation of the employing company; and Mr. J. Harvey Hall, Toronto, Ont., appointed on the recommendation of the employees concerned.

Reports received—April 25, 1913.

Result of inquiry—Report of Board was accompanied by a minority report signed by Mr. Cross. Mr. Hall, while signing the majority report, also submitted a statement of points on which he differed from the chairman. No cessation of work occurred.

The Minister received, on April 25, report of the Board of Conciliation and Investigation to which had been referred certain differences between the Canadian Northern Railway Company and its conductors, also minority report of Mr. Wm. Cross, the company's nominee on the Board. The number of men concerned in this dispute was given as 450 directly and 2,200 others indirectly. The dispute grew out of a demand of the conductors for various changes in the existing schedule of rules and wages, including an increase in pay and a reduction in working hours from nine to eight per day.

The report, which was signed by the chairman and Mr. Hall, recommended the adoption of a schedule of rules and rates of pay from July 1, 1913, providing for increased wages to the employees concerned and for an eight hour day except in extreme cases. Mr. Hall also submitted a statement in which he claimed that the new schedule should be made effective from July 6, 1913, and gave it as his opinion that the mileage rates were in some cases inadequate. Mr. Cross, in his minority report, declared himself unable to concur in the award of the majority of the Board.

After the investigation by the Board had been completed, negotiations between the company and the employees concerned were resumed, and were understood to have resulted in a settlement.

REPORT OF BOARD.

Following is the text of the findings of the Board of Conciliation and Investigation:—

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To the Honourable the Minister of Labour, Ottawa, Canada.

In the matter of the Industrial Disputes Investigation Act of 1907, and of a dispute or difference between the Canadian Northern Railway Company and certain of its employees, being members of the Order of Railway Conductors.

Mr. Harvey Hall, representing the Order of Railway Conductors; Mr. William Cross, representing the Canadian Northern Railway Company, and Mr. Justice Alexander Haggart, chairman, constituting the Board of Conciliation and Investigation, beg to report as follows:—

On the thirty-first of March, A.D., 1913, on being advised that Mr. Justice Alexander Haggart had been appointed the third member and chairman of the Board, the Board met at the chambers of the chairman at the Court House in Winnipeg, took the statutory oath of office, and arranged for a meeting the following day.

That the said Board thereupon assumed the burdens of office and held meetings every day, some days two and three sessions, until the date of this report.

The Board endeavoured to bring about a settlement of the dispute, and did carefully enquire into the dispute and all matters affecting the merits thereof and the right settlement thereof, and suggestions were made to induce the parties to come to a fair and amicable settlement.

No settlement of the dispute having been arrived at, either prior to, or during the course of the reference, the Board endeavoured to ascertain all the facts and circumstances, perused all the documents and data submitted to it, and listened to the reasons and arguments advanced by all parties to the dispute.

The conductors were dissatisfied with the schedule at present existing and containing the terms and conditions of their employment and the rates of pay, and submitted a proposed schedule as a substitute for the existing one.

The conductors on the reference were represented by Mr. H. E. Barker and Mr. A. E. Bennett, and a committee of eight conductors, and the railway company was represented by Mr. J. R. Cameron, assistant general manager of the Canadian Northern Railway Company, and Mr. A. E. Warren, assistant to the general manager of the Canadian Northern Railway Company.

The Board desires to express their appreciation of the pleasant relations that exist between the officers of the company and the conductors, and of the courteous and pleasant manner in which the meetings were conducted between the company and the conductors.

The case for both parties to the dispute was ably argued by the representatives, and enclosed herewith is a brief in writing handed to the Board by the respective parties.

The conductors submitted a proposed schedule pertaining to the rates, rules and regulations in connection with their employment as a substitute for the existing schedule.

Every clause of the schedule was fully considered and discussed in all its bearings.

As a result of such consideration, the Board submits as a substitute for the present existing schedule, Exhibit A attached to this report, which the Board proposes should contain the terms, conditions, rules and rates of pay

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incorporated in the contract of hiring between the Canadian Northern Railway Company and its conductors.

Mr. Cross produces a minority report signed by himself, which he requests the chairman to forward to the Minister with this report, and Mr. Harvey Hall desires to forward his personal views and observations with reference to certain clauses in this report.

It is submitted that the proposed schedule should come into force on the first day of July, 1913.

All of which is respectfully submitted.

Dated at the City of Winnipeg, this —— day of April, A.D. 1913.

(Sgd.) ALEX. HAGGART,
Chairman.

(Sgd.) J. HARVEY HALL,
Member of the Board.

RULES AND RATES OF PAY TO BE EFFECTIVE ON AND AFTER
FIRST JULY, 1913.

SECTION I.

Rates and Rules for Passenger Trains.

ARTICLE I.

Clause (a)—For average monthly mileage of five thousand (5,000) miles or less, conductors will be paid one hundred and sixty-five (\$165.00) dollars per month.

Clause (b)—All mileage made in excess of five thousand (5,000) miles will be paid for on *pro rata* basis.

Clause (c)—Passenger train conductors delayed over one hour at initial terminal after time set for departure of train will be allowed detention time *pro rata* in addition to pay for trip. Detention time will be allowed at arrival terminal if held for service.

ARTICLE II.

Clause (a)—When a passenger train averages less than fifteen (15) miles per hour overtime will be allowed *pro rata* on a basis of fifteen (15) miles per hour.

Clause (b)—Freight or mixed train conductors relieving passenger conductors on their assigned runs will be paid for not less than the *pro rata* of the monthly minimum mileage.

Clause (c)—Passenger conductors will not be used off their assigned runs if freight conductors are available. If used, they will be paid on the same basis as freight conductors. This not to apply to official specials.

Clause (d)—Passenger conductors on leave of absence will be relieved by the senior available conductor. In the event of a junior conductor catching a run he will hold it until relieved by the senior conductor desiring the run. All on the same freight promotion district. All relieving will be done at point at which passenger conductor laid off.

Clause (e)—Passenger train conductors will have at least one train baggageman and one trainman. Passenger trains of eight (8) cars or more will have two trainmen and one train baggageman if there is a local baggage car on the train.

SECTION II.

Rates and Rules for Mixed Trains.

ARTICLE I.

Clause (a)—Conductors will be paid 4.80 cents per mile.

Clause (b)—Conductors assigned to runs, a portion of which are passenger and the balance mixed or freight or both, will be paid mileage rate for each class of train, but not less than the minimum passenger train rate.

ARTICLE II.

Clause (a)—Conductors assigned to mixed runs will be paid for not less than twenty-eight hundred miles (2,800) per month. When assigned crews do

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not make this mileage, overtime and time occupied while making up and putting away their own train may be included as mileage up to and equivalent of twenty-eight hundred (2,800) miles.

Clause (b)—Mixed train conductors may run around chain gang conductors to make up mileage on their own branch lines.

SECTION III.

Rates and Rules for Way Freight Trains.

ARTICLE I.

Clause (a)—Conductors will be paid 4.80 cents per mile.

Clause (b)—Way freight conductors will have at least two trainmen.

SECTION IV.

Rates and Rules for Way Freight Trains.

ARTICLE I.

Clause (a)—Conductors will be paid 4.25 cents per mile.

Clause (b)—Light running engine and caboose will be paid for at through freight rates.

Clause (c)—Snow plow and flanger trains will be paid for at through freight rates. Under no circumstances will conductors be required to ride on snow plow or flanger. When sending out a snow plow or flanger, a caboose or other suitable car will be provided for accommodation of train crew, and full crew will be used; and accommodation when practicable other than the caboose will be provided for labourers.

ARTICLE II.

Clause (a)—Conductors in charge of freight trains (through or way) regularly set up will be paid for not less than twenty-seven hundred (2,700) miles, in all classes of service for any one month. Conductors running only part of a month will be credited *pro rata* for each working day regularly set up. This not to be construed to mean that twenty-seven hundred (2,700) miles is the maximum mileage that conductors may be permitted to make.

Clause (b)—Chain gang conductors, regularly set up, will be run first in first out of terminal points on their respective sections. All such conductors ready for duty so run around will be paid one hundred (100) miles for each run around, retaining their original standings on train board.

Clause (c)—Through freight conductors will have at least two trainmen.

Clause (d)—When it is necessary to reduce the number of conductors set up it will be done in the order of seniority, commencing with the junior man.

SECTION V.

Rates and Rules for Work Trains, Construction, Helper, Pusher, and Pile Driver Service.

ARTICLE I.

Clause (a)—Conductors will be paid 4.25 cents per mile.

Clause (b)—One hundred (100) miles or less, nine (9) hours or less to constitute a day's work. Overtime *pro rata*.

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Clause (c)—Work train conductors will have at least two trainmen.

Clause (d)—Conductors having charge of pit or gang of men other than their regular trainmen will be paid twenty dollars (\$20.00) a month in addition to regular work train pay.

ARTICLE II.

Clause (a)—When work trains run forty (40) miles or more in one direction to or from work, actual mileage and overtime (if any) at through freight rates will be allowed. Time so occupied not to be included in time paid for at work train rates. In case conductors make more actual miles than hours in any one day they will be paid on mileage basis.

Clause (b)—Conductors assigned to work train service and held in that service will be paid on the basis of eleven (11) miles per hour computed from the time they come on duty until laid up, and will be paid for not less than one hundred (100) miles or nine (9) consecutive hours at work train rates for every working day so held, not including overtime lapping over from previous day.

Clause (c)—Conductors on wrecking trains will be allowed actual mileage to and from wrecks, work train rates while working at same, and will be paid for not less than one day's pay for such service.

ARTICLE III.

Clause (a)—Conductors assigned to work train service will not be considered absent from duty from the time work is through Saturday night until usual starting hour Monday morning unless notified in writing before they are laid up on Saturday night that they will be required. If so notified and not used, they will be paid for five (5) hours at work train rates. Conductors will be allowed to go home for Sunday if the train service will permit, and it will not interfere with the work train service.

Clause (b)—Unless senior conductors desire otherwise, junior conductors will, if they are competent, be assigned to work trains. When conductors are required to go out on work trains they will be given sufficient time before leaving home to prepare for such service. Work trains will be bulletined over each freight promotion district.

SECTION VI.

Rates and Rules for Conductors.

(To apply to all classes of trains, unless otherwise specified.)

ARTICLE I.

Clause (a)—When a conductor is called out, full crew will be used. This not to apply when accompanying a light engine.

Clause (b)—When any train, other than passenger, averages less than eleven (11) miles per hour, overtime will be paid at schedule rates on a basis of eleven (11) miles per hour. Time to be computed from time of departure of train (except as provided for in Section VI, Article I, Clause (c) until arrival at destination. In computing overtime all mileage paid for, including doubling, will be allowed in the mileage, and unless otherwise provided for herein, the time will not include time otherwise paid for.

Clause (c)—No overtime for lay-over at home terminals. After the expiration of eighteen (18) hours, conductors on unassigned runs held away from home terminal will be paid minimum passenger rates for each hour up to nine

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hours, and after that at the same rate for the last nine hours of each succeeding twenty-four (24) hours so held. The eighteen (18) hours as above mentioned must be in excess of any time occupied in taking rest that was booked. This clause not to be operative if due to blockade, nor will it include Sundays.

Clause (d)—Conductors tied up between terminal points and relieved of duty by cancellation of train or other unavoidable cause, will be allowed for actual mileage made or per clause (e) of this Article, and thereafter one hundred (100) miles for each successive twenty-four (24) hours, on a basis of hour for hour up to nine (9) hours, and so on to the end of each twenty-four (24) hours. Then actual mileage or as per clause (g) of this Article to terminal. Time so tied up to apply to all trains at through freight rates.

Clause (e)—Conductors deadheading or travelling passenger will be paid at the same rates as the corresponding man running the train on which they travel. The first conductor out will deadhead and will stand first out of these conductors at the other terminal. Conductors will not be required to abandon cabooses except to run passenger or official trains when it is the intention to return them deadhead on passenger, when the caboose would be an encumbrance, in which case superintendent will advise conductor's number, date of and departure of train they will be returned on, before they are obliged to give up caboose.

Clause (f)—Conductors required to load or unload way freight or switch en route will be paid for overtime at way freight rates for time so occupied, but not in excess of way freight rates for full trip, such time to be deducted in computing overtime. Conductors will be paid way freight rates over the full trip, if they load or unload way freight, or switch, at three (3) or more points, or a combination of three (3) of both. This is not to be construed to apply to through trains setting out or picking up cars belonging to their trains, unless a switch has to be made to spot cars which are set out; that is, cars set out of a train will be placed for loading or unloading, and this will not constitute switching unless the placing of same will necessitate the removal of car or cars from the track, to which cars set out are destined, when picking up. Any cars which are placed for loading must be respotted. The handling of water cars for other than train purposes will be by way freight trains. If any through freight trains way freight rates will be paid, provided water is distributed at three (3) or more points.

Clause (g)—One hundred (100) miles or less, nine (9) hours or less to constitute a day's work.

Clause (h)—Conductors held for train service after arrival of train at terminal will be paid for such time at detention rates, irrespective of time or mileage made on trip. This, however, not to apply when they can head or back into a track and get engine away without delay.

Clause (i)—Passenger, mixed and freight conductors switching at terminal and turn around points, will be paid at through freight rates in addition to mileage or hours made on trip. Conductors will be required to get a switching ticket covering this service, and the agent shall give such ticket upon the request of the conductor; but he may in writing note upon that ticket any dispute as to the time claimed, and such dispute shall be adjusted by the proper officer.

Clause (j)—On short runs for round trip of seventy-five (75) miles or less, actual hours or one hundred (100) miles will be allowed. On round trips of over seventy-five (75) miles, going and returning portions of trip to be split, giving overtime made in either direction. Detention at turn-around point to be included in time of going trip. This only to apply to unassigned crews.

Clause (k)—When conductors come on duty for a train which is annulled, they will be allowed for time held on duty at through freight rates, with a minimum of three (3) hours, and still stand first out.

Clause (l)—Conductors called out to fit up a caboose will be paid for time so occupied, with a minimum of three (3) hours, at through freight rates.

Clause (m)—No double to be made for less than ten (10) miles. This to apply to assisting other trains.

Clause (n)—Conductors will not be paid for performing work train service en route, unless time so occupied exceeds one (1) hour, in which case they will be paid at work train rates for the whole time so occupied, and such time not to be included in counting overtime.

Clause (o)—Conductors handling mixed or freight trains will be on duty at initial terminal thirty (30) minutes before the time set for departure of train, for which thirty (30) minutes will be paid, and detention at initial terminal exceeding forty-five (45) minutes will be paid for at through freight rates, irrespective of miles or hours made on trip. Detention at terminals paid after time set for departure of train is not to include switching, nor will detention be figured so that detention time will include any time otherwise paid for.

Clause (p)—Conductors acting as pilots will be paid the same pay as conductors handling trains.

Clause (q)—Conductors held off on company's business will be paid schedule rates for mileage lost and will be reimbursed reasonable expense while away from home.

Clause (r)—Conductors will be advised in writing and trip tickets returned for correction if mileage or time claimed is disputed.

ARTICLE II.

Clause (a)—The promotion of conductors, other than passenger conductors, will be under each promotion district. The promotion of conductors to passenger train service will be open for application over the territory, Port Arthur to the Western Boundary of Alberta. The promotion of conductors will be from through freight to way freight, way freight to mixed, and from mixed to passenger. Merit, fitness and ability being satisfactory, seniority will govern.

Clause (b)—Vacancies on passenger runs and new runs created, if permanent, will be advertised over the passenger promotion territory for fifteen (15) days, and will be given to the senior suitable conductor applying. Conductors getting runs under bulletin will be required to take them within thirty (30) days from close of bulletin, except in cases of sickness or leave of absence. Provided the conductor does not take run within required time, it will be given to the next eldest man who made application on original bulletin, who will be given thirty (30) days to get on to the run. It will be necessary for conductors on leave of absence to keep themselves informed regarding bulletins under this clause.

Clause (c)—A conductor refusing a run in the line of promotion will thereafter rank junior to the conductor accepting the run on that run only. In the event of a reduction of staff, the junior man will, in all cases, be reduced, although he may previously have obtained a run by bulletin. Under this clause no conductor in freight service can supplant a conductor in passenger service.

Clause (d)—Any line added to a promotion district will be manned by conductors from promotion district to which such lines are attached, except that in manning branch lines which connect up two (2) freight promotion districts they will be manned equally from the two (2) promotion districts so connected,

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in which case the conductors transferred will rank according to their seniority with the conductors on the district to which they are transferred, but no conductor will be reduced in rank unless the number of conductors employed in that district is reduced.

CENTRAL DIVISION.

(First District.)

Port Arthur to Winnipeg, North Lake and Ridgeville subdivisions.

(Second District.)

Emerson, Miami, Wakopa, Carman, Oak Point, Grosse Isle, and Birds Hill subdivisions.

(Third District.)

Winnipeg to Dauphin, Brandon, St. Rose, Carberry, Riding Mountain, Neepawa, Rapid City, Rossburn and Oakland subdivisions.

(Fourth District.)

Hartney, Kipling, Regina, Bienfait, Carlyle, Radville, Moose Jaw, Bengough, and Wawanesa subdivisions.

WESTERN DIVISION.

(First District.)

Dauphin to Humbolt, Dauphin to Prince Albert, Winnipegosis, Thunder Hill, and Hudson Bay subdivisions.

(Second District.)

Regina to Prince Albert, Kindersley, Shellbrook, Crooked Lake and Delisle subdivisions.

(Third District.)

Humbolt to Edmonton, Carlton, Sturgeon River, Cut Knife, Battle River, Athabasca and Stony Plains subdivisions.

By arrangement between general superintendent and general committee, this clause can be changed without the revision of this schedule, and for promotion purposes the second and third districts in the Central Division may be considered as one district.

Clause (f)—Except as provided in clause (d) of this Article, a conductor will not be transferred from one promotion district to another, except in cases of shortage of conductors on that district, when the junior man will be sent, and must go unless senior men wish to go. Conductors will be so notified of such transfer at their home terminals.

Clause (g)—The right to run extending over more than one promotion district will be divided between the men on such districts as nearly as possible on a mileage basis.

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Clause (h)—Conductors held to do spare running will be run first in first out, except when it is known that a car will be vacant for ten (10) days or more, when it will be given to the oldest conductor on spare list. Where no conductors' spare board is kept, the oldest available spare conductor will be entitled to the car, if it is to be vacant for less than ten (10) days, if for more the oldest spare conductor will be given the car at the first opportunity.

Clause (i)—Whenever it becomes necessary to increase the force of conductors on any division, one conductor, when practicable, will be hired to two (2) brakemen promoted. When hiring conductors under this rule, conductors in the service as brakemen will be given preference. No conductor will be hired who has not had at least two years' experience as conductor on a steam surface railway.

Note.—In the event of any dispute as to the construction or application of this clause, such dispute shall be referred for settlement to the chairman of the Order of Railway Conductors, the chairman of the Brotherhood of Railway Trainmen, and the general superintendent, or someone to be appointed by him, whose decision or the decision of the majority shall be final.

Clause (j)—Superintendent or trainmaster on each district will, on request, furnish the chairman of the local committee, each month, with the names and dates of all conductors promoted and hired during the month, who will add them to the list which will be kept in a conspicuous place at each terminal. Anyone wishing to protest his rating or absence of rating will be required to do so within thirty (30) days from the time names are posted, otherwise his protest will not be considered.

Clause (k)—Freight conductors will be assigned to regular freight sections, and will be kept on those sections, except that in stress of business they may be required to go to another section, in which case they will be changed off with the first crew of that section met that does not require rest.

ARTICLE III.

Clause (a)—Conductors will not be required to handle way freight at night, or on Sunday, except that conductors on trains handling perishable freight, such as fresh meat, butter, eggs, beer or other liquids that are perishable, will load or unload such perishable freight at night or on Sunday, but will not be required to load or unload other freight at stations where they may handle perishable freight during prohibited hours. All trains leaving terminal points between the hours of three (3) o'clock and ten (10) o'clock will not be considered night trains, and such trains will work as way freight through to destination of runs, irrespective of the hour of reaching the destination. The exception mentioned in connection with the handling of perishable freight is not to be taken advantage of by the company when possible to avoid it.

Clause (b)—Conductors will not be compelled to handle cars in trains, the draft gear of which is defective, and requires to be chained, further than to take cars of paying freight that may become disabled en route to the destination of the car or first terminal. Under no circumstances will conductors be required to handle cars behind caboose other than official cars or flangers.

ARTICLE IV.

Clause (a)—Conductors who have been on duty twelve (12) hours or more will not be called again for immediate duty if they want rest, the conductor to be judge of his own condition, but eight (8) hours to be considered sufficient except in extreme cases. The required rest must be booked on arrival, and will be given complete before being called. When a conductor books rest, his caboose will not be sent out until rest is up.

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Clause (b)—Conductors who have been on duty sixteen (16 hours will be entitled to eight [8] hours' rest; same to be arranged by despatcher as soon as it can be arranged without delaying other trains with which he had arranged a meet before being advised of rest required.

Clause (c)—It is understood that trains will not be marshalled with caboose attached.

Clause (d)—At terminals where carmen are employed they will couple hose and test air. Conductors will have assistance rendered carmen when same would avoid delay to train.

ARTICLE V.

Clause (a)—It is not the desire or intention to establish the practice of double heading engines on freight trains.

Clause (b)—Double headers may be run in cases of storms, accidents, to avoid running engines light, moving engines to and from shops or from one division to another, or to consolidate with another train on which the engine has been partly disabled, and in all such cases the tonnage shall not exceed the tonnage of the largest engine attached over the division. The maximum number of cars handled exclusive of caboose will be thirty-five (35). Way freights will not be double headed.

Clause (c)—Helping engines may be used to assist trains over the following grades, and at such points as may be arranged from time to time between the general superintendent and the general committee, without the revising of this schedule.

CENTRAL DIVISION.

(First District.)

Stanley Junctions to Kakabeka Falls.

Mokoman to Rowan.

Shabaque to Mabella.

Sprague to South Junction.

(Second District.)

Miami to Altamont.

Learys to Cardinal.

Somerset to top of Hill (Carman and Miami Secs.)

(Third District.)

Wawanesa to Top of Hill both ways.

Ninette to Top of Hill both ways.

WESTERN DIVISION.

(First District.)

Roblin to Makaroff.

Prince Albert to Davis.

Kamsack to Veregin.

Buchanan to Rama.

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(Second District.)

Lumsden to Regina.
Lumsden to Disley.
Saskatoon to Top of Hill both ways.
Prince Albert to Clouston.

(Third District.)

Borden to Langham.
Islay to Kitscoty.
Drumheller to Top of Hill both ways.

ARTICLE VI.

Clause (a)—Freight conductors living within two (2) miles of yard office, and passenger conductors living within two (2) miles of passenger station, will be called as nearly as possible in time to be on duty thirty (30) minutes and be ready for service before the leaving time of trains. Caller will be furnished with a book in which will be registered time train leaves and in which conductors will sign their proper names. Passenger and mixed train conductors on trains timed to leave passenger station between the hours of eight (8) o'clock and twenty-two (22) o'clock will not be called.

Clause (b)—Conductors assigned to regular runs will not be required to stop in caboose at terminal points, and unless they are advised that they will be required before their regular run, will not be considered absent from duty if required and not on hand. Conductors so advised will be given their turn out with unassigned conductors. Conductors will leave their proper addresses at terminals, and should they be absent from their regular residence they will leave word where they can be found if required.

Clause (c)—Conductors assigned to regular trains will not be required to do other work than that to which they are regularly assigned, except in cases of wrecks, when no other conductors are available, or when called to relieve on a superior train.

Clause (d)—Mixed train conductors on leave of absence for less than thirty (30) days will be relieved by the senior suitable freight conductor working out of the same terminal, and on the same promotion district, if for thirty (30) days or more, they will be relieved by the senior suitable freight conductor on the promotion district. Assigned freight conductors will be relieved by senior freight conductors. Freight conductors will be relieved by senior spare conductors.

ARTICLE VII.

One trainman on each train must be competent and have at least six (6) months' experience as such, and the same or another trainman must be acquainted with the road. A conductor will not be required to take out a trainman who is found to be incompetent more than one round trip, unless his incompetency be disproved. Conductors finding trainmen incompetent must make complaint in writing.

ARTICLE VIII.

Clause (a)—All accidents shall be investigated, and conductors may be held off not exceeding three (3) days for this purpose. Evidence of all parties concerned shall be taken, and no conductor shall be disciplined until his case has been investigated, and if not satisfied with decision rendered he will be given an opportunity to review the evidence, and may appeal to the superin-

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tendent and then to the general superintendent, and may have the assistance of a fellow employee when so doing. Notice of such appeal to be served on officer giving discipline within five (5) days of decision. When found blameless, he will be paid for time lost. When a charge is laid against an employee, said employee may have the privilege, if desired, of meeting party or parties making the charge face to face in the presence of an officer of the company.

Note.—It is understood that investigations will be held as quickly as possible, and that the layover time will be used as far as practicable.

Clause (b)—When a conductor is discharged or resigns, he will, as soon as possible, be paid and given a certificate, on request, stating time of service and in what capacities employed.

ARTICLE IX.

Clause (a)—Canadian Northern conductors compelled to work on construction lines will be governed by rules and rates of pay governing the conditions of conductors on the Canadian Northern Railway.

Clause (b)—A conductor who, with proper consent, temporarily works for the construction department, and is turned in by that department, will have the right to place his case before the proper officials of the operating department, who will immediately institute enquiries, and if evidence obtained shows that dismissal is not warranted he will be returned to service.

ARTICLE X.

Clause (a)—Conductors entitled to regular work in road service will lose their seniority standing after thirty (30) days' service in any other class of work, except by special arrangement with the approval of the general superintendent, and in cases where employees accept positions with the Order of Railway Conductors.

Clause (b)—Conductors who are discharged and not re-employed within six (6) months will be regarded as new men, except that a conductor who has been discharged more than six (6) months may be reinstated when such action is sanctioned by the general superintendent and the general committee of the Order of Railway Conductors.

Clause (c)—Conductors who are laid off on account of reduction of crews will, upon requesting same, be given a letter stating time leave of absence is granted for, and reason.

Clause (d)—Members of the general committee will be relieved when required for committee work. Sufficient notice must be given superintendent so that service will not suffer.

ARTICLE XI.

Freight or mixed train conductors handling five (5) or more heated cars, or seven (7) or more coaches, or three (3) and five (5) combined between the months of November and March inclusive, will be allotted a man to attend to the heaters.

ARTICLE XII.

Assignments will not be made except by bulletin or time table. This not to apply to work trains.

ARTICLE XIII.

When a conductor reports for duty and his caboose is being held away from home terminal, he will be allowed to deadhead out on his own time to take his car, and the conductor so relieved will deadhead to his home terminal on his own time.

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ARTICLE XIV.

The terminals on the line will be as follows:—Port Arthur, Atikokan, Rainy River, Winnipeg, Emerson, Dauphin, Kamsack, Humbolt, North Battleford, Vermilion, Edmonton, Brandon, Kipling, Regina, Belmont, Virden, Neepawa, Swan River, Hudson's Bay Jet., Prince Albert, Saskatoon, Kindersley, Athabasca Landing, Le Pas, Carlyle, Radville, Russell, and such other points as are properly bulletined from time to time as being terminals, whether temporary or permanent.

ARTICLE XV.

Any question of interpretation of this schedule which may arise will be adjusted by the general chairman with the general superintendents, and then, if necessary, with the assistant general manager.

ARTICLE XVI.

The Articles embodied in this schedule shall constitute an agreement between the Canadian Northern Railway Company and its conductors, and no portion thereof shall be changed or abrogated without the approval of the general superintendent and the general committee of the Order of Railway Conductors, and then not until thirty (30) days' notice in writing has been served by the party desiring the change on the other party thereto.

STATEMENT OF MR. HALL.

The statement of Mr. J. Harvey Hall, above referred to, is as follows:—

To the Honourable the Minister of Labour, Ottawa, Ont.

HONOURABLE SIR,—While I have signed the attached report *re* the Canadian Northern Railway and its conductors, there are a number of clauses that I cannot accept as fair.

I regret very much that I am unable to agree with either the chairman or Mr. Cross in regard to several of the clauses contained in this report.

First. I think that the rules and rates should have been made effective from the sixth day of January last, owing to the serious expense that the men have been put to by the delay.

Second. Clause (a) of Section Four, Article I. The rate proposed by the Board is, in my opinion, inadequate and does not meet the situation.

Third. Clause (a) of Section Five, Article I. I think that the recommendation of the chairman does not meet the situation in regard to compensation in this section.

Fourth. Clause (i) of Section Six, Article I. The majority of the Board recommend that the conductors should do the switching at junction points without remuneration, other than that received in detention while making trips. This I do not agree with, owing to the fact that at those points there is liable to be a great deal of work in this respect of which the men are really receiving no compensation.

Fifth. Clause (j) of Section Six, Article I. On short round trips, the Board refuse to concede to the conductor what is being paid to other employees on the train. While he is held responsible for the business of the company, I think that proper compensation should have been allowed him, or comparative if necessary, with other members of his crew.

Sixth. Clause (o) of Section Six, Article I. In regard to terminal detention; while the Board has conceded that the old conditions should be modified

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in respect to this, still they require the conductor of the train who is held entirely responsible for its operation and the time in getting it ready to leave a terminal, they have not conceded to him the same conditions as other men on the train, therefore I think in regard to consistency that the conductor should be paid for the full time required to get his train in movement from a terminal point, the same as is paid to the engineer and fireman.

Those being the essential clauses in this schedule in regard to compensation, I must therefore decline to agree with the other members of the Board.

The balance, however, I have pleasure in agreeing with the chairman of the Board in respect to them.

(Sgd.) J. HARVEY HALL.

MINORITY REPORT.

The minority report of Mr. Wm. Cross is as follows:—

For the Canadian Northern Railway Company.

WINNIPEG, April 22, 1913.

Re Industrial Disputes Act, 1907, and the difference between the Canadian Northern Railway Company and certain of its employees, being members of the Order of Railway Conductors.

To the Honourable the Minister of Labour, Ottawa.

In response to your appointment of March 19 last, I have attended the session of the Board of Conciliation and Investigation established in this matter from its inception on the 31st ultimo until the 22nd instant, when the Board dissolved. The report of the chairman will convey to you the result of its sittings.

From this I am compelled to submit to you a minority report, seeing that no adjustment has been made, so that there may be no misconceptions about the stand that the Canadian Northern Railway Company has had to take in the matter.

The new schedule of demands set up by the conductors was based as follows:—

First. An increase in pay varying from 7.6% to 21.2% for the several classes of work which had to be performed.

Second. A limitation of the mileage to be performed in passenger service for a month's salary.

Third. Shortening the hours from nine to eight, nine being the standard of a day's work in other classes of service.

Fourth. Changing articles in the existing schedule so that extra hours by detention time could be put in, thus rendering abortive the standard freight train's work of 100 miles or nine hours for a day's work.

The reasons set up for the above demands were the increased cost of living and the fact that other systems, such as the Canadian Pacific Railway with its double track, could do the work, passenger and freight, in so many less hours.

Against these demands the Canadian Northern Railway Company has shown that the rates of pay given to this class of labour in its employ is fair and equitable, and that those rates are based upon a guarantee minimum salary which compares favourably with the salaries of professional men in this country, and which is much higher than other classes of labour in the community which requires equal skill, and has quite as much responsibility.

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These minimum rates show per month for passenger conductors \$148.50, based upon a monthly mileage of 5,000 miles, with extra mileage *pro rata*.

For way freight they are \$124.20 per month, based upon 100 miles or nine hours' work, with overtime—either mileage or hours—*pro rata*, based on a mileage rate of 4.60 cents per mile.

For mixed trains they are \$116.76 per month with overtime based on a mileage rate of 4.17 cents per mile.

For through freight the minimum is \$112.59 per month, with overtime at 4.17 cents per mile.

The work trains are governed by through freight regulations, barring the minimum.

The above minimum rates do not exhibit the higher wages that are made, but the pay rolls do, and thus it is seen that the average monthly pay of conductors from September 1, 1912, to February 28, 1913, upon the Central Division of the Canadian Northern Railway Company was, for passenger service, \$158.84. The contention set up that this average was obtained under an extreme stress of delays is not substantiated by the detention records, as the extreme cases of delays to the westbound passenger train from Winnipeg show as follows:—

	Total time lost	Average per section	Average per trip
	Hrs. Mins	Hrs. Mins.	Hrs. Mins.
December, 1912.....	100.31	33.27	1 05
January, 1913.....	108.38	36.13	1 10
February, 1913.....	61.30	20.30	44
March, 1913.....	57.25	19.08	37
			Mins.
Average delay per trip for four months.....			54

As these months cover the worst railroading periods in the year, the delays of operating show at the very worst for the year, and as the citations to warrant the demand was against the train which had to face a rising elevation upon its journey, the most trying train was selected. The delay of fifty-four mins. per trip over two sections is therefore the worst evidence that could be set up to warrant the increased monthly rating for passenger service. This upon a train the running time of which is 32 hrs. 50 mins. and for which \$27.00 is paid. The mileage schedule upon which passenger mileage, for rating purposes, is based, is 15 miles per hour. This is the standard west of Fort William, and also in the United States northwest of Chicago. The running time of this train (826.9 miles) is 32 hours 50 mins., which with the average delay per trip to Edmonton total 34 hours 43 mins., and shows a saving allowance of time in favour of conductors of over twenty hours, surely an ample allowance of time for all the work of registering and reporting which forms part of their duties. The lost time shown herein was largely caused by accidents and blockades, for which the schedule provides a detention allowance, paid *pro rata*, and therefore leaves no cause for a grievance upon that account. The evidence of the operation of the passenger train service upon the Canadian Pacific Railway which runs upon the single track under similar circumstances to the Canadian Northern Railway is instanced by a comparison as below:—

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CANADIAN PACIFIC RAILWAY

Section.		Mileage.	Trains.		Time of train.		Miles per hour.	
From	To		No.	No.	West bound.	East bound.	West bound.	East bound.
					hrs. mins.	hrs. mins.		
Moosejaw...	Medicine Hat..	258.2	13	14	10.10	9.00	25.4	28.6
Medicine Hat...	Calgary.....	180.1	"	"	6.05	5.10	29.6	34.8
Medicine Hat...	Kootenay Ldg..	591.7	513	514	17.15	17.00	22.3	22.3
Totals.....		830.0			33.30	31.10	24.7	26.1

Mean average..... 32 hours, 22 minutes. 25.4 miles.

CANADIAN NORTHERN RAILWAY

Section.		Mileage.	Trains.		Time of train.		Miles per hour.	
From	To		No.	No.	West bound.	East bound.	West bound.	East bound.
					hrs. mins.	hrs. mins.		
Winnipeg.....	Kamsack.....	278.7	1	2	10.35	11.10	26	25
Kamsack.....	Battleford.....	294.0	"	"	11.35	11.40	25.8	26
Battleford.....	Edmonton.....	254.2	"	"	10.35	10.05	25	25.3
Totals.....		826.9			32.45	32.55	25.2	25.2

Mean average..... 32 hours, 35 minutes. 25.3 miles.

These trains are similar in respect to the duties to be performed, and therefore show a fair comparison. Even allowing some of double track on the Canadian Pacific Railway, the comparison is not to the detriment of the Canadian Northern Railway, as it will be noted that the time taken for the run, and the speed to be made, is nearly uniform.

The comparisons of the monthly wages paid to regular freight conductors during the same period of time upon the Central Division show as follows:—

District No. 1.....	\$ 169.33
District No. 2 and 3.....	164.23
District No. 4.....	159.56
	\$ 493.12
Average.....	\$ 164.37

This monthly average exceeds the minimum of the way freight rates by \$40.17, and of the through freight rates by \$51.78, and shows that the wages of these two classes of men average for the whole year as follows:—

Way freight conductors.....	\$ 144.28
Through freight conductors.....	138.48

It must surely convince all unprejudiced persons that these earnings ought to be considered satisfactory to the men getting them. It has been shown in

the company's statement objecting to the demands that since the first conductors' schedule was set up in 1896 that the rates have been advanced over 40 per cent. That schedule granted an advance approximately of 10 per cent., so that from then until now the rates for this class of labour has advanced over 50 per cent. While it is indisputable that the cost of living has increased in the same period, yet it cannot be proved that it has increased to this extent, and what is far more important, so far as this investigation is concerned, it cannot be shown that any other portion of the community except the railway operating employees have obtained such increases. With this fact so plain, and the business part of the community demanding relief in the cost of transportation, surely this class of men and all other railway employees who have been so fortunate in getting such increases, will be wise enough to look within themselves and consider whether the time has not come when they should give a greater consideration to the claims of that portion of the community which has not had such advances, and be satisfied with what has been so generously conceded in the past. No chain is stronger than its weakest link, so they will be wise not to break the chain.

The rates paid the building trades have been cited as a fair comparison upon which the demands of the conductors should be granted. The comparison herewith will show how advantageously the conductors are remunerated, especially when full consideration is given to the fact that the minimum rates are guaranteed and must be paid, no matter how difficult this may be to the company at times to effect it.

COMPARISON OF EARNINGS OF THE CONDUCTORS OF THE CANADIAN NORTHERN RAILWAY COMPANY AND THE WINNIPEG BUILDING TRADES.

Conductors	Rate per hour	Rate per mile	Earnings.			Week-ly Sched-ule	Hours of work.			Average
							MPH 20	MPH 25	MPH 30	
	cts.	cts.	Week-ly	Month-ly	Yearly					
Passenger.....	92	2.97	34.27	148.50	1782.00	54	42	35	30	40
Mixed.....	50.6	4.60	29.72	128.80	1545.60	63				
Way freight.....	50.6	4.60	28.46	124.20	1490.40	54				
Through freight....	45.8	4.17	25.98	112.59	1351.08	63				
Averages.....	52.5		29.61	128.52	1542.27	58.5				

Building Trades.							Value of time by weather and trade conditions	Amount of decrease	Balance for year
	cts.								
Bricklayers and Masons	70		30.80	133.46	1601.60	44	33.3%	533.86	1067.74
Plasterers.....	65		31.20	135.20	1622.40	48	"	540.80	1081.60
Marble Workers....	62½		30.00	120.00	1440.00	48	"	480.00	960.00
Stonecutters.....	65		31.20	135.20	1622.40	48	"	540.80	1081.60
Plumbers	55		26.40	114.40	1372.80	48	10%	137.28	1235.52
Carpenters.....	55		27.50	119.58	1430.00	50	33.3%	476.66	953.34
Averages	62.5		29.51	126.34	1514.87	47.7		451.57	1063.30

In the above the union rates are shown, but the true state of affairs in connection with these trades is that there is so much free labour employed that it would be hard to get at the minimum, and thus the above comparison shows the minimum for the conductors and the maximum for the building trades.

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No advantage that the building trades may have upon overtime rates can compensate and make equal the great difference of earnings as shown above.

Considerable time was taken to effect a change in the short run clause as set up in clause (j) Article I, Section 6, the effect of which would have been to violate clause (g) in the same Article and Section. Nothing that I know of exposes the trade unionist to condemnation more than these insidious attempts to violate the set principles of an agreement when made. Nothing in all this dispute shows this more clearly, and as in this demand it shows:—

First. A demand based upon shortening the hours to 8 upon which 100 miles shall be computed, while at the same time it also set up that certain conditions prevent 100 miles being run in 9 hours; certainly a very contradictory demand.

Second. A demand is made to violate an established trade principle that demands for changes of rates and conditions are only justifiable when the district rates and conditions show that the company or trade does not comply with the standard rates or conditions.

Third. A demand to compel a single track system to operate up to the perfection of a double track system.

Fourth. A demand that passenger mileage shall be limited while the emolument shall be increased.

To the above I say in regard to the first of these demands that when the first schedule was set up for the locomotive engineers and firemen on the Canadian Pacific Railway, the short run clause was written by Sir William Van Horne, at that time the general manager, and it read as follows:—

“Engineers ordered out on occasional short runs of less than 100 miles shall be paid for 100 miles, but may be held for service to the extent of 10 consecutive hours.”

This has been amended to 9 hours in Canada, but not upon any of the railways in the Northwest in the United States,—hence the Canadian Northern Railway is in competition with those railways, and pays detention money upon a day of nine hours against a day of ten.

The second demand violates a well established trade union principle, and hence it is a disturbing factor which will, sooner or later, recoil upon its originators.

The third only requires exposing to show how extortionate men will at times become, and as it is an impossibility it will level itself.

The fourth demand is also against the established trade principle I have cited, and it is that which has caused me to write this minority report.

As time goes on, the Canadian Northern Railway will improve, and in nothing in connection with its system will the improvement apply quicker to the benefit of its employees than to the very class of men who are now in dispute with it. The track will in every way be improved until it will compare with the best in the country, and double tracking will naturally come. The road at present not being a completed system suffers greatly in its competition with other systems, and its business therefore is limited.

I hope the men concerned will see the wisdom of reconciling the clause for passenger train work to what is shown to be the standard upon the roads running parallel with it.

As the matter now stands, those amendments which I was prepared to agree to in order to make unanimity, and also to prevent as far as I was able any disturbance in the operation of the Canadian Northern Railway, and which were offered provisionally upon the condition that the passenger rating and

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mileage could be arranged acceptably, now fall down, but for all that I hope the officers of the company and the men will still consider this matter, and come to an agreement which will be satisfactory to all concerned.

(Sgd.) WM. CROSS,
Member of the Board.

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II. — APPLICATION FROM SCAVENGERS, WATERWORKS EMPLOYEES, AND MAINTENANCE AND CONSTRUCTION MEN, MEMBERS OF EMPLOYEES' CIVIC UNION AND LOCAL OF INTERNATIONAL UNION OF HODCARRIERS, BUILDING AND COMMON LABOURERS, EMPLOYED BY THE CORPORATION OF THE CITY OF VANCOUVER, B.C.—BOARD ESTABLISHED.—UNANIMOUS REPORT BY BOARD.—NO CESSATION OF WORK.

Application received—March 14, 1913.

Parties concerned—The Corporation of the City of Vancouver, B.C., and scavengers, waterworks employees, and maintenance and construction men, members of Civic Employees' Union and Local of International Union of Hodcarriers, Building and Common Labourers.

Applicants—Employees.

Nature of industry concerned—Municipal work.

Nature of dispute—Increase in wages of waterworks men and alleged discrimination against members of the Union.

Number of employees affected—Directly, 1,200; indirectly, 1,200.

Date of constitution of Board—April 5, 1913.

Membership of Board—Honourable Mr. Justice Denis Murphy, Vancouver, B.C., chairman, appointed on the joint recommendation of the other members of the Board; Mr. H. O. Alexander, Vancouver, B.C., appointed on the recommendation of the Corporation of the City of Vancouver; and Mr. Geo. E. McCrossan, also of Vancouver, B.C., appointed on the recommendation of the employees concerned.

Report received—May 14, 1913.

Result of inquiry—A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute. The award was accepted by the Corporation of the City of Vancouver and was understood also to be acceptable to the employees concerned.

The Minister received, on May 14, the report of the Board of Conciliation and Investigation to which had been referred for adjustment certain differences between the Corporation of the City of Vancouver and its employees, including scavengers, waterworks employees, and maintenance and construction men, members of Civic Employees' Union and Local of International Union of Hodcarriers, Building and Common Labourers. The number of employees affected was placed at 1,200 directly and 1,200 indirectly. The dispute grew out of the demand of the waterworks employees for an increase of 2½ cents per hour and from a demand on the part of the employees for the dismissal of certain officials of the city for alleged discrimination against and intimidation of union men.

The Board stated that the complaint regarding discrimination against members of the Civic Employees' Union was well founded, and recommended that some alterations should be made in the methods of dismissing men. Regarding the demand of the waterworks employees for an increase of 2½ cents per hour, the Board held evidence that the rate paid was as high as that paid by any contractor in Vancouver and vicinity. The Board therefore did not approve of this demand, but recommended that in the case of men working at a greater depth than six feet below the surface they should be paid the same rate as that paid to men in the sewer department working under similar conditions.

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A letter was received in the Department from the Mayor of Vancouver, stating that "the recommendations of the report were practically all placed in effect before the report was issued." The award was understood to be acceptable also to the employees concerned.

REPORT OF BOARD.

Following is the text of the Board's report:—

VANCOUVER, B.C., May 7, 1913.

The Honourable the Minister of Labour, Ottawa, Canada.

In the matter of the Industrial Disputes Investigation Act, 1907, and in the matter of a dispute between the Civic Employees of the City of Vancouver and the Corporation of the City of Vancouver.

SIR,—The undersigned members of the Board of Conciliation appointed in this matter beg respectfully to report as follows:—

Meetings of the Board were held on April 7, 14, 15, 16, 17, 23, 24, 25 and 28. In addition, the chairman held a conference with the representatives of the Civic Employees' Union on the 29th and with the representatives of the City of Vancouver on the 30th, with a view to adjusting the matters in dispute, if possible, so as to avoid the necessity of making a formal report. This attempt, however, failed.

The matters complained of as presented to the Board were divided into three parts.

First, it was alleged by the Civic Employees' Union that discrimination against union men had taken place in the scavenging department of the City of Vancouver. The representatives of the city took the position before the Board that the city had no objection to the existence of the Civic Employees' Union and made their defence on the ground that no such discrimination as alleged had been indulged in. So far as members of the city council and city engineer, Mr. Fellowes, are concerned, this was shown to be true. In fact, no evidence whatever tending to implicate either such members or the engineer was adduced.

The superintendent of the scavenging department is a Mr. Wylie, and his assistant foreman is a Mr. Lee. In the opinion of the Board, discrimination has taken place against members of the Civic Employees' Union. For such discrimination they consider assistant superintendent Lee primarily responsible, but they believe he acted with the knowledge and concurrence of superintendent Wylie. Since the beginning of the year six men have been summarily dismissed from the scavenging department. Of these, four were members of the Civic Employees' Union, and two, McBeth and Parker-Bruce, were prominent in carrying on a propaganda to obtain additional members for that union. The other two men so summarily dismissed were apparently non-union men. One was dismissed for drunkenness, and the other for using abusive language to a householder, both matters being in the opinion of the Board of so serious a character as to justify drastic action. McBeth was dismissed because it was alleged by Lee and corroborated to a certain extent by two other labourers under his employ that McBeth had entered a cafe and spent some ten or fifteen minutes there during working hours. It was shown before the Board that the custom exists amongst scavengers in the City of Vancouver when doing work in the business sections to accept offers of refreshment, coffee and such like,

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from the proprietors of cafes, hotels, etc. In the opinion of the Board this custom was known to assistant superintendent Lee, if not to Mr. Wylie. Whilst the Board was unanimously of the opinion that a regulation should be made by the city forbidding any such practices, they are convinced that the indulgence in same by McBeth was made a pretext to get rid of him, and that if he had not been a member of the Civic Employees' Union he would not have been so drastically dealt with. This was clearly shown by the fact that a couple of days after McBeth's dismissal, Lee caught another employee doing the same thing, but instead of dismissing him summarily, he warned him that such practice must stop, adding that one man had been dismissed because of same.

Parker-Bruce was dismissed for singeing the hind legs of his horse in the stable with a lighted match. This was undoubtedly to a certain extent dangerous, but again the Board are convinced that it was a pretext and not the real cause of his dismissal. They think that had he not been a union man of considerable activity he would have been warned. They agree that it is a serious matter to light a match in the stable, but the evidence showed that although there is a prohibition for smoking, matches have at times been lit in the stables for the purpose of examining horses. They think a stringent regulation should be passed by the city forbidding this to be done in the future. The two other union men who were dismissed were accused of wasting their time during working hours. The evidence against them was that of assistant superintendent Lee and a foreman under him called Reilly. Both of these men, in the opinion of the Board, in giving their evidence showed a bias against the union.

It was also shown that assistant superintendent Lee had directly under him quite a number of his immediate blood relations. The Board considers it unwise for the city to have such a condition of things continue, as it is very likely to cause dissatisfaction and to create the impression of favoritism.

Whilst again agreeing that loitering during working hours is a grave breach of discipline, the Board believe that had these men not been members of the Civic Employees' Union they would not have been so summarily dealt with. They would have been warned, the Board believe. The four union men and presumably the other two as to whose dismissal there was no evidence given, except the mere fact that it had taken place, were summarily dismissed by superintendent Wylie without being given a hearing or in fact knowing, in some cases at any rate, why such action was being taken. It appears to the Board that the power of taking such drastic action in dealing with labourers when vested in a single official is likely to be abused. In the particular instance of Mr. Wylie, whilst undoubtedly he is an admirable servant of the city, his attitude before the Board displayed not only a bias against the Civic Employees' Union but also an arbitrariness of character calling for the curtailment of the unlimited powers he has apparently hitherto had of dealing with the men under him without giving them a hearing and without assigning a cause for their dismissal. On this branch of the inquiry, therefore, the Board is of the opinion that the Civic Employees' Union have made out their case, but at the same time they do not believe that the actions of assistant superintendent Lee and of superintendent Wylie under all the circumstances are such as to require anything further than an admonition and an alteration of the methods in dealing with the dismissal of men under them.

The next point raised by the men was the contention that the employees of the waterworks department of the city engaged in digging trenches should have their pay increased by the rate of 2½c per hour. Apparently the basis for this demand was that previous to a couple of years ago the city did pay these men something more than they pay employees in other departments.

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It was explained, however, on the city's part that about that period wages of common labour were standardized by making \$3.00 a day the regular rate in all departments. The Board conceive that in dealing with matters of wage increase when such demands are made, not from a business corporation which may be shown to be making large profits from labour, but from a city which must derive its revenue from the taxation of the community, they must proceed on two principles. the first that every labourer must be paid a wage sufficient to enable him to maintain himself and his family in a reasonable degree of comfort; the other, that that being granted, the law of supply and demand must rule; in other words, if it can be shown that the city is paying such a reasonable living wage, then there is no reason why it should be called upon to pay more for labour than is being paid in the open market by contractors doing a similar kind of work. It was admitted on the part of the men that they could not show that the rate of \$3.00 a day for 8 hours' labour was not such a reasonable living wage. It was shown on the part of the city that such rate of pay was as high, if not higher, than is paid by any contractor in Vancouver and vicinity doing a similar kind of work. The Board, therefore, is of the opinion that this demand cannot be approved of, except possibly under one minor head. It was shown that in the sewer department of the city where similar trench work is done, men working below a certain depth from the surface are paid a somewhat higher wage. It very seldom happens in the waterworks department that such deep trenches are dug, but it does so happen on occasion. The Board are of the opinion that the city might well favourably entertain the demand of the men to the extent of paying any men in the employ of the waterworks department at a greater depth than, say, six feet below the surface the same extra wage as is paid to men in the sewer department working under similar conditions.

The third matter brought before the Board was an allegation of discrimination in the maintenance department. This department employs labour for the purpose of maintaining the streets of the city in proper condition. Evidence was given only in connection with one gang, that in Ward Four, there being six wards in the city. The representatives of the Civic Employees' Union put forward a complaint that the foreman of Ward Four, one Mr. Davis, was discriminating in the matter of the employment of men. Up to the time of the Board's sitting, these ward foremen had the power of hiring and dismissing men, although the Board is informed that the city has now altered the regulations so as to take this power out of the foremen's hands and place it in the hands of the assistant city engineer, a move which in the opinion of the Board is to be commended. Inasmuch, however, as an adjustment of the dispute could not be brought about, the Board deem it their duty to report upon the matter as it existed at the time of the hearing.

The charge against Mr. Davis was that he being a member of a secret society gave employment to those who were members or whom he thought were likely to become members of such society in preference to others, and that having hired likely candidates, he personally canvassed them with a view to inducing them to join said society. Twenty-three men employed under Mr. Davis were called, and of these fifteen were shown to be members of the society in question. Mr. Davis admitted canvassing his men to join the society. In the opinion of the Board it was shown that that canvass had proven effective; several labourers after being under his supervision for a few months were shown to have joined. The twenty-three men called included practically all labourers employed under Davis. Not a single man of those working under him was a member of the Civic Employees' Union. It was shown that

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if it became necessary to lay off men, members of the order to which Davis belonged would be the last to suffer. In the opinion of the Board, solicitation on the part of any official amongst the men under him to join any society or any organization is highly prejudicial to the interests of the city and is very likely to create such a condition as the Board finds has been proven here, viz., discrimination in favour of the members or the likely candidates for membership in the society or organization on behalf of which the solicitation takes place. Since the sittings of the Board, the city have removed Davis to another ward, and so far as the city engineer, Mr. Fellowes, or any other official is concerned, there was no proof adduced before the Board that they had any knowledge of these practices on the part of Davis. In view of the action of the city, it does not seem necessary that the Board should make any recommendation other than the statements hereinbefore contained in reference to this feature of the investigation.

We have the honour to be, sir, your obedient servants,

(Sgd.) DENIS MURPHY,
Chairman.

(Sgd.) HY. O. ALEXANDER,
Commissioner on behalf of City of Vancouver.

(Sgd.) GEO. E. McCROSSAN,
Commissioner on behalf of Civic Employees' Union.

III.—APPLICATION FROM CERTAIN EMPLOYEES, MEMBERS OF THE BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN, EMPLOYED BY THE CANADIAN PACIFIC RAILWAY COMPANY ON ITS ALBERTA DIVISION.—BOARD ESTABLISHED.—CONFERENCE BETWEEN REPRESENTATIVES OF BROTHERHOODS AFFECTED MET IN CHICAGO AND PROVIDED MEANS OF SETTLEMENT.—NO CESSATION OF WORK.

Application received—March 31, 1913.

Parties concerned—The Canadian Pacific Railway Company and certain employees on the Alberta Division, members of the Brotherhood of Locomotive Firemen and Enginemen.

Applicants—Employees.

Nature of industry concerned—Railway.

Nature of dispute—Alleged breach of agreement by company *re* promotions.

Number of employees affected—Directly, 2,659; indirectly, 7,000.

Date of constitution of Board—April 15, 1913.

Membership of Board—Professor Adam Shortt, Ottawa, Ont., chairman, appointed on the joint recommendation of the other members of the Board; Mr. J. H. Wellington, Moose Jaw, Sask., appointed on the recommendation of the employing company; and Mr. D. Campbell, Toronto, Ont., appointed on the recommendation of the employees concerned.

Reports received—October 21, 1913.

Result of inquiry—Report of Board was accompanied by a minority report signed by Mr. Campbell. The report stated that the dispute was in reality between the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen and Enginemen, the Canadian Pacific Railway Company having accepted the seniority list prepared by the former, the correctness of which was questioned by the Brotherhood of Locomotive Firemen and Enginemen. A conference was held in Chicago between representatives of these two Railway Brotherhoods at which an agreement was entered into providing ways and means for the settlement by joint action of matters in dispute and apparently including such differences as had been here referred. Due note of this matter was taken by the Board and action was taken accordingly. Nothing further was heard of the dispute.

The Minister received, on October 21, the majority and minority reports of the Board of Conciliation and Investigation appointed under the Industrial Disputes Investigation Act, 1907, to inquire into a dispute between the Canadian Pacific Railway Company and certain employees on the Alberta Division, members of the Brotherhood of Locomotive Firemen and Enginemen. The minority report was signed by Mr. D. Campbell, the employees' nominee. The number affected was given in the application as 2,659 directly and 7,000 indirectly. The dispute grew out of the alleged failure of the company to promote men in their turn and to place them on the list of engineers in the order of their seniority in engine service with the company, in accordance with the terms of existing schedules.

The following letter from the chairman of the Board, covering the Board's report, shows the result of the inquiry:—

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OTTAWA, Oct. 29, 1913.

DEAR SIR,—In the case of the dispute between the Canadian Pacific Railway and certain of its engineers on the Alberta Division. I have sent to you the majority report of the Board of Conciliation, appointed to deal with the dispute, signed by myself as chairman, and by Mr. J. H. Wellington, the representative of the company. As you will observe from the report, it was found impossible to arrive at a definite settlement of the matters in dispute, as that would involve considerable detailed information with reference to the standing of individual men, and certain essential items in this information could not be obtained. As suggested in the report, the matters in dispute are apparently such as may be settled by practical compromise, such as may be arrived at under the arrangements recently provided for by the joint agreement between the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen and Enginemen.

I have observed that Mr. Campbell, the representative of the Enginemen on the Board, has submitted a minority report. The only vital feature in this is the independent seniority list which he has constructed and submitted as a solution of the difficulty. There is no indication that such a solution will be acceptable to either party to the dispute.

In the absence of the essential information, above referred to, there is no evidence that the list submitted by Mr. Campbell is the correct one. Such as it is, however, the proposed list not only entirely recasts the seniority list of engineers, concerning which the dispute was limited to the positions of five engineers; but it recasts as well the seniority list of firemen concerning which there was no dispute whatever. A proposal for the settlement of a minor dispute which involves the creation of two major disputes can scarcely be taken very seriously.

I have the honour to be,

Yours very sincerely,

(Sgd.) ADAM SHORTT.

F. A. ACLAND, Esq.,

Deputy Minister of Labour,
Ottawa, Ont.

REPORT OF BOARD.

Following is the text of the Board's report:—

OTTAWA, August 7, 1913.

SIR,—In the matter of the Industrial Disputes Investigation Act, 1907, and of a dispute between the Canadian Pacific Railway Company (Alberta Division) and certain locomotive firemen and enginemen, being members of the Brotherhood of Locomotive Firemen and Enginemen, the undersigned members of the Board of Conciliation and Investigation appointed to deal with this dispute make report as follows:—

On May 3, 1913, the Board was duly constituted, and met at the Royal Alexandra Hotel, Winnipeg. The sittings were continued until May 9. Mr. George K. Wark, general chairman for Canada of the Brotherhood of Locomotive Firemen and Enginemen, and chairman of the General Protective Board of this union, accompanied by Mr. William R. King, secretary of the union and of the Protective Board, and other members of the committee, appeared before the Board to present the case of the firemen and enginemen. In the ab-

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sence of Mr. George Bury, vice-president and general manager, and of Mr. Grant Hall, general manager for the Western Division of the Canadian Pacific Railway, Mr. C. H. Temple, assistant manager, appeared on behalf of the Canadian Pacific Railway Company, accompanied by Mr. W. E. Woodhouse, former master mechanic of the Alberta Division, and Mr. George Whiteley, at the time master mechanic of the Alberta Division.

The matter complained of on behalf of certain members of the Brotherhood of Locomotive Firemen and Enginemen was "failure on the part of the officers of the company to promote men in their turn, and to place them on the list of engineers in the order of their seniority in engine service with the company, in accordance with the provisions of schedules in effect; which schedules of agreement were signed by officers of the company and representatives of the men concerned."

In reply to this complaint it was contended on behalf of the company "that the promotions now in question have been made strictly in accordance with the schedules and rules of seniority." In support of its general position the company cited Article 30 of the agreement between the Canadian Pacific Railway and its engineers, namely that "the engineers' committee will represent all engineers in matters pertaining to rates, rules, general grievances, seniority and general matters of engineers." It is to be observed, however, that the engineers in the company's service belonged to two organizations, the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen and Enginemen, and that "the engineers' committee," to which the company's statement refers, is the committee of the Brotherhood of Locomotive Engineers only. It is further to be observed that there has been for a number of years a more or less bitter feud between these two unions. In consequence it is perhaps only natural that the engineers belonging to the Brotherhood of Locomotive Firemen and Enginemen should maintain that they are not likely to have their claims impartially dealt with by a committee composed entirely of members of the Brotherhood of Locomotive Engineers. In view of the difficulties between the two unions, including engineers, the company have naturally found it difficult to deal with matters in dispute affecting engineers when one organization takes an attitude differing radically from that of the other. In the case of the matters in dispute between the representatives of the Brotherhood of Locomotive Firemen and Enginemen and the Canadian Pacific Railway, the company, having accepted the seniority list, arranged and approved by the committee of the Brotherhood of Locomotive Engineers, has found it difficult to alter that list in response to the claims of the Brotherhood of Locomotive Firemen and Enginemen, without finding itself in trouble with the first named union. The company, therefore, in further reply to the claims of representatives of the Brotherhood of Locomotive Firemen and Enginemen for a Board of Conciliation states that "there is no real dispute between either the engineers and firemen and the railway company. In reality the dispute is between the engineers and firemen." The company claimed on this ground that it should not be made a party to a dispute to be dealt with by a Board which could not officially take cognizance of the claims and arguments of the representatives of the Brotherhood of Locomotive Engineers, while the members of this organization would be necessarily affected by any changes made in the present engineers' seniority list on any subdivision of the Canadian Pacific Railway. The suggestion of the company, as embodied in a letter to Mr. Wark of the Brotherhood of Locomotive Firemen and Enginemen, dated October 21, 1912, was that the question as to the order of the men on the seniority list of engineers on the Alberta Division of the Canadian Pacific

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Railway should be submitted to a Board of Arbitration representative of the two unions, the railway company undertaking to be governed by the decision of the majority of the arbitrators. This suggestion, however, was declined by Mr. Wark, on behalf of the Brotherhood of Locomotive Firemen and Enginemen, on the ground that the union which he represented had a definite agreement with the railway company, to which the other union was no party, and that their claims referred solely to their rights under that agreement, the interpretation of which should not be left to the judgment or action of any other body. The officers of the Brotherhood of Locomotive Firemen and Enginemen insisted upon the appointment of a Board to consider their grievances against the company, and the Board was duly granted. Such was the situation which the Board of Conciliation and Investigation had to face when it met in Winnipeg.

In presenting the case of the men who claimed to be wrongfully classified on the engineers' seniority list of the Alberta Division of the Canadian Pacific Railway, Mr. Wark reviewed the history of the difficulties which had arisen and submitted the correspondence on the subject which had taken place between himself and the officers of the company since June, 1911. He cited the articles in the agreement which had been made between the Canadian Pacific Railway and representatives of the Brotherhood of Locomotive Firemen and Enginemen, covering the matters in dispute. Article 28 of the 1912 agreement, which substantially reproduces previous agreements on this subject, deals with the conditions under which firemen shall pass from the status of fireman to that of engineer and be entered upon the seniority list of engineers. From the terms of this agreement, even admitting that the claims and grievances of an engineer after he has been once properly placed upon the seniority list of engineers, may be dealt with by the engineers' committee, it is plain that, so far as the conditions under which he passes from the status of fireman to that of engineer, are covered solely by the terms of the agreement between the Canadian Pacific Railway and the Brotherhood of Locomotive Firemen and Enginemen. In the face of this agreement, therefore, no other organization could be given, by the railway company, the exclusive privilege of passing upon "the seniority and general matters of engineers" so far as they affected the rights of firemen under their agreement with the company. Moreover, the representatives of the company, in their evidence before the Board, maintained that there was no necessary conflict between the agreement with the firemen and the agreement with the engineers. Thus, on the ground of its agreement with the engineers the company could not escape full responsibility for any difficulties arising from its failure to keep faith with the firemen's organization. The central question, therefore, in the present dispute is this—did or did not the company properly carry out its agreement with the firemen?

The essential features of the agreement with the firemen as affecting matters in dispute are: 1st, that the firemen on a Division shall pass certain examinations or tests as to their fitness to become regularly qualified engineers; 2nd, that they shall come up for this examination when notified, but should they be unable to respond through no fault of their own, they are entitled to take the examination at a subsequent date without losing their seniority rights; 3rd, firemen having duly qualified as engineers shall pass to the seniority list of engineers in the order of their seniority as firemen; 4th, should a fireman fail to pass the first examination he still retains his seniority on the firemen's list and is entitled to a second examination within six months, and if successful in this should pass to the engineers' seniority list from the date of the commencement of the second examination. Failing to pass the second examina-

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tion, the candidate either passes to the foot of the firemen's seniority list or his services may be dispensed with.

Under the special conditions incident to an extended territory and the rapid development of railroad services in the Canadian West, men were called upon to take charge of locomotives out of the regular order of their seniority standing on the list of engineers, but this, being merely a matter of local convenience, did not affect the seniority rights of those qualified to become engineers, as determined by the agreement between the company and the firemen. At the same time, if the rights of the men under the agreement were not carefully safeguarded, this practice was likely to lead to confusion and subsequent disputes as to proper seniority standing; inasmuch as the employment records of the company would show the date on which a man began to run an engine and not the date on which he was entitled to do so in virtue of his seniority standing. The evidence obtained plainly indicated that owing to defective records and administrative methods and a lack of due regard for agreements, considerable confusion resulted from the above practices, with subsequent disputes as to proper seniority standing. As there were several changes in the boundaries of the Western Divisions, additional engineers were from time to time hired from without the limits of the Division, and as official lists of seniority standing were posted only at long and irregular intervals, the degree to which departures from the agreements occurred remained so long uncertain that it was afterwards difficult to determine what had been the proper order of promotion, and equally difficult to induce men to relinquish seniority advantages, which, however defective from the point of view of the company's agreement with the firemen, had been enjoyed for several years. From evidence obtained, including the correspondence between the company and representatives of the firemen and engineers, it was plain that the Western officials of the company, realizing the difficulties before them, continued to temporize with the situation, apparently in the hope that the agitation for an alteration in the engineer's seniority list would die out or be recognized as impracticable.

In the meantime, as indicated in its statement to the Department of Labour, the company had submitted the seniority list on the Alberta Division to a committee of the Brotherhood of Locomotive Engineers and had accepted their adjustment of it. This constitutes the actual seniority list under which the Alberta Division is at present operated. Notwithstanding the statement made to the Labour Department on behalf of the Canadian Pacific Railway, it had not been hereto claimed by either the Western officials of the Canadian Pacific Railway or the representatives of the Brotherhood of Locomotive Engineers that the seniority list as at present operated is strictly in accordance with the agreements of the company with either the Brotherhood of Locomotive Engineers or the Brotherhood of Locomotive Firemen and Enginemen. It is claimed by the company, however, as also by the representatives of the Brotherhood of Locomotive Engineers, that it is as nearly correct as could be established at the time, in accordance with the existing records, including evidence of the extent to which the men had fulfilled the conditions required of them. This claim the representatives of the firemen stoutly dispute.

In order that the Board of Conciliation might judge fairly of the relative merits of the conflicting claims, it was essential that the Board should be able to obtain accurate records: 1st, of the seniority standing of each man on the firemen's list, before becoming an engineer. 2nd, the opportunities afforded each fireman by the company, in accordance with their agreement with the firemen, to qualify for the position of engineer; 3rd, the extent to which each

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fireman actually complied with these conditions, or, where he did not, to what extent he was responsible for the failure to do so; 4th, what other reasons, if any, would account for his not obtaining the seniority standing as engineer to which his official rank as fireman would entitle him; 5th, how many hired engineers were taken on during the period covered by the questions in dispute, and whether they were properly placed on the seniority list.

It was admitted that such records had been in the possession of the company, but when asked to produce them before the Board, those required under the second, third and fourth heads were declared to be either lost or destroyed subsequently to their having been used to compile the existing seniority list. Without these records, however, those under the first and fifth heads, however accurate, would be inadequate to settle the matters in dispute which were chiefly concerned with the reasons why the order of seniority as firemen had not been followed when transfers were made to the engineers' list. Not unnaturally, the representatives of the Brotherhood of Locomotive Firemen and Enginemen were inclined to doubt the loss of the records. It must be admitted that their alleged disappearance, in the face of an unsettled dispute, for the settlement of which they were essential, had a rather questionable appearance. The representatives of the company, however, stoutly maintained their inability to produce these records whatever might be the consequences. The possibility of establishing from the records the true seniority standing of every engineer on the Alberta Division having been frustrated, attention was next directed to the individual cases in dispute.

The correspondence between Mr. Wark and the Western officials of the Canadian Pacific Railway, with a view to the settlement of the matters in dispute, has already been referred to. This correspondence culminated in a definite proposition made by Mr. Wark in a letter to Mr. Bury, dated July 10, 1911. In this he stated that as regards the trouble on the Alberta Division while "the change of Divisions had very largely removed the trouble from that Division, that six men were still out of place." He gives the names of the six men. After referring the matter to the officers of the Alberta Division for a special report, Mr. Bury wrote, on July 31, disputing the claims of two of the men, but acknowledging that there were grounds for changing the seniority standing of the other four. Mr. Wark replied on August 15, further supporting the cases of the two men whose claims were questioned. No direct reply was made by Mr. Bury, but, on September 18, 1911, a supplementary list was posted at Calgary, signed by the master mechanic, making certain changes in the seniority list for each of the six names submitted by Mr. Wark. Without any further notice or discussion this revised list was cancelled on November 1, 1911, and the six men were returned to their former places on the list. Mr. Bury subsequently admitted that the list was cancelled at the instance of the representatives of the Brotherhood of Locomotive Engineers, who objected to any changes being made in the seniority list of the engineers without their previous knowledge and consent. Since November 1, 1911, the Brotherhood of Locomotive Firemen and Enginemen have been unable to obtain any satisfaction from the company, hence the request to the Department of Labour for a Board of Conciliation. As stated by Mr. Bury, the difficulty in which the company now finds itself is that if it changes the seniority list to meet the wishes of the Brotherhood of Locomotive Firemen and Enginemen, it finds itself in difficulties with the Brotherhood of Locomotive Engineers, while if it adheres to the present seniority list, as approved by the Brotherhood of Locomotive Engineers, it continues in difficulties with the Brotherhood of Locomotive Firemen and Enginemen.

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The suggestion of the company that a working compromise could best be effected through the co-operation of the two unions doubtless indicates the most practicable solution of the difficulty at this late date. The fact remains, however, that the responsibility for allowing the original difficulties to accumulate and to continue so long in what the officers of the company themselves admit to have been an unsatisfactory condition, and especially for permitting records essential to a proper settlement to be lost or destroyed, assuming the company's explanation of the disappearance to be correct, lies almost entirely at the door of the Western officers of the company.

Inasmuch as the matter in dispute is wholly a question as to the places of certain engineers on the seniority list on the Alberta Division, and as it is a matter of practical indifference to the company how the matter is settled, the company is quite willing to accept any arrangement of the seniority list upon which the two organizations can agree. But hitherto, for reasons which it is not necessary to dwell upon here, the two unions embracing engineers have been in bitter conflict with each other over just such issues as seniority standing, and the means and methods for the adjustment of grievances with the railroad company.

About the time, however, of the sittings of this Board in Winnipeg, a conference was convened in Chicago between representatives of the two unions, the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen and Enginemen, with a view to arriving, if possible, at a working agreement between them, covering, among other matters, just such points as those before our Board. The report of the Board was therefore delayed in the hope that some agreement might be reached which would pave the way for the adjustment of the difficulties in question. Fortunately an agreement was arrived at during the Chicago conference, and this has been ratified by the central organizations of both unions. The terms of this agreement have just been made public. While safeguarding within its prescribed limits the autonomy of the sections of each union on the respective railroad systems, the agreement, nevertheless, provides ways and means for the settlement, by joint action, of the two unions, of all matters of mutual interest and importance on each railroad. Assuming that this agreement will be made operative on the Canadian Pacific Railway, as on other roads, the means will then be provided for an adjustment of the disputes connected with the seniority list on the Alberta Division, and this is the only way that seems practicable after the lapse of so much time and the disappearance of essential details of record.

In the course of the discussion before the Board, it became quite evident that for the avoidance of similar difficulties in the future, and for the proper carrying out of certain articles of agreement between the company and its firemen and engineers, the company should post, at the necessary centres on its system, the seniority lists of the respective divisions, and that changes and additions affecting these lists should be posted every quarter. In this way the men would have an opportunity for knowing exactly how they stood on the official lists. Any disputes or difficulties could then be mutually adjusted while the conditions were known and the facts obtainable. The representatives of the company agreed that this should be done for the future.

All of which is respectfully submitted.

(Sgd.) ADAM SHORTT,

Chairman.

(Sgd.) J. H. WELLINGTON.

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MINORITY REPORT.

Following is the text of the minority report of Mr. D. Campbell:—

44 ROSE AVE., TORONTO, Ont.,
October 18, 1913.

To the Honourable the Minister of Labour, Ottawa, Ont.

In the matter of the Industrial Disputes Investigation Act, 1907, and in the matter of the dispute between the Canadian Pacific Railway Company and the Brotherhood of Locomotive Firemen and Enginemen in regard to the seniority standing of certain employees in the engine service on the Alberta Division.

SIR,—Being unable to agree with the views of either of the other members of the Board appointed under your Hand and Seal the ninth day of April, A.D. 1913, the undersigned member of the said Board submits the following report in the above matter, pursuant to the terms of the Act:—

The Board being duly constituted, hearings were held at Winnipeg between May 5 and May 9, at which the parties to the dispute were represented, the employees by Mr. G. K. Wark and several members of the employees' committee, the company by C. N. Temple of Winnipeg, the assistant manager of the company, Mr. W. E. Woodhouse, former master mechanic for the company at Calgary, and Mr. George Whitely, the present master mechanic for the company at Calgary. The company also called in Mr. Ash Kennedy, the assistant grand chief of the Brotherhood of Locomotive Engineers, and other members of that organization from the Province of Alberta. The undersigned also conferred with the chairman of the Board at Ottawa on June 4, July 5, July 31, and August 20, and attended the general offices of the company at Montreal on June 23, 24, 25 and 26, and at Winnipeg on August 4.

The complaint of the employees is the "failure on the part of the officers of the company to promote men in their turn, and to place them on the list of engineers in the order of their seniority in the engine service with the company in accordance with the provisions of schedules in effect; which schedules of agreement were signed by the officers of the company and the representatives of the men concerned." And the complaints were said to be in conflict with Article 28 of an agreement made with the company under date of September 1, 1910, being a revision of a similar Article in agreements under dates of July 1, 1907, and December 1, 1903, and is as follows:—

"Firemen will be examined for promotion in their turn, according to seniority, where practicable, and advised in writing of result within thirty days, and if successful will be placed on engineers' seniority list in the same order as they previously had on the firemen's list; the date of promotion to be the date of commencement of examination.

"A fireman not examined in his proper turn—through no fault of his own—will retain his original seniority rights as a fireman, and if he passes when called upon will take his place on engineers' seniority list as if he had been examined and had passed in his proper turn.

"A fireman failing to pass the required examination will retain his seniority rights as a fireman, and will be given another opportunity of passing in his turn within six months, and if successful will be placed

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on the engineers' seniority list, the date of promotion to be the date of commencement of second examination.

"A fireman failing to pass the second examination will be placed at the foot of the seniority list, or services dispensed with at the option of the company. Any appeal against standing given promoted men must be made to the proper officer of the company within sixty days.

"Firemen will not be considered as having failed until their papers have been passed upon by the Board of Examiners.

"Hired engineers will not be classed ahead of firemen who have fired three years and six months for the company, provided such firemen pass their examinations at the first trial when called upon."

A list of the employees concerned on the Alberta Division, being the list under which these employees now work, was filed with the Board, and it was claimed by the Brotherhood of Locomotive Firemen and Enginemen that many employees had not been placed upon this list according to agreements with the company, but the dispute originated with six particular men on this list.

The company in its reply stated that "there is no real dispute between either the engineers and the company. In reality the dispute is between the engineers and the firemen." And the company based its defence upon Article 30 of an agreement made with the Brotherhood of Locomotive Engineers under date of September 16, 1911, which reads:—

"The engineers' committee will represent all engineers in matters pertaining to rates, rules, general grievances, seniority and general matters of engineers."

The Brotherhood of Locomotive Firemen and Enginemen contended:—

First, that engineers had been placed upon the seniority list without regard to their relative standing on the firemen's lists, or of the time of passing examination of qualification for engineers.

Secondly, that assuming firemen stood in their correct relative standing on the firemen's list they would occupy the same relative standing when placed on the engineers' list, even though examinations had been deferred in some instances on account of the exigencies of the service, unless on failure of first examination, in which case they would be placed on the list from the date of second examination, or if failure in the second examination they would then be placed at the foot of the list or dismissed from the service as the company might choose.

Thirdly, that in hiring engineers, no conflict necessarily arose, as hired engineers should only stand ahead of promoted engineers, if on the date of hiring no firemen were qualified for promotion according to the agreement.

Fourthly, that if after promotion to engineers they were placed on the engineers' list in the same relative position which they occupied on the firemen's list, there need be no confliction with the agreement between the company and the Brotherhood of Locomotive Engineers, because there was no confliction between the terms of the agreements between the company and both organizations.

The company on the other hand claimed:—

First, that the arrangement of the engineers' list was assigned to the Brotherhood of Locomotive Engineers by virtue of Article 30 of its agreement with that organization, quoted above.

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Secondly, that when the lists were originally posted, all employees were given thirty days within which to make complaint, and that these complaints now constituting the dispute had not been made to the engineers' committee in charge of the matter within that time, and should therefore not now be considered as valid.

Thirdly, that subsequently to the arranging of the disputed list, certain staff records of the Calgary office has been either lost or destroyed, and that now no substantial information was available to verify or correct the present list.

Fourthly, that the engineers having the right by agreement to arrange engineers' lists, and there being a dispute as to the correctness of the list on the Albert Division so arranged, that the difficulty existed between the Brotherhood of Locomotive Firemen and Enginemen, and not between the company and the Brotherhood of Locomotive Firemen and Enginemen.

In reply to the company's contention that lists originally posted on the Alberta Division gave notice of a specific time within which exceptions thereto might be made, the Brotherhood of Locomotive Firemen and Enginemen complained that the lists posted on that Division did not show dates governing the standings on the lists, and hence much difficulty was experienced in ascertaining whether the men at one point on the railway occupied correct standing with men located at another point; but that notwithstanding this difficulty exceptions were taken thereto, and that such exceptions had been recognized by the highest officers of the company; and that the specific complaint of six individuals had been the subject of controversy between the parties for the past two or three years.

As to the contention by the Brotherhood of Locomotive Firemen and Enginemen that the list was not compiled so that engineers occupied the same relative position as they had formerly occupied on the firemen's list, it was quite clear that this was true by a reference to the firemen's seniority list, and also by a reference to the staff records of the company, and it is difficult to understand how the company could assert that the engineers' list had been made in accordance with the company's agreements. Neither is there any justification for the company's claim to immunity from responsibility by virtue of its agreement with its engineers. In fact the company's agreement with the Brotherhood of Locomotive Engineers does not confer upon that organization the right to indiscriminately place men on their seniority list. Article 30 of this agreement, dated Sept. 1, 1911, quoted above, can only be read so far as placing men on a seniority list is concerned with Article 4 of the same agreement, which reads:—

“Seniority of engineers will start from the date of passing examination, or date of entering the service. Date of entering the service means when engineer reports for duty.

“Engineers hired with one or more years' experience will be placed on seniority list on date of starting.”

It is therefore clear that the agreement does not give to the engineers the right to place men upon the list in any other order than that which they held as firemen, and virtually in accordance with agreement between the company and the Brotherhood of Locomotive Firemen and Enginemen.

Moreover, it would be absurd to contend that the company might, in violation of its agreement with the Brotherhood of Locomotive Firemen and Enginemen, assign by agreement or otherwise to any other body of employees, or to any one the right to arrange a list that would not conform to its agreement

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with the firemen and thereby escape its obligation under its agreement. The company cannot relieve itself of its contractual or moral obligations to one class of employees by any means. It is directly responsible to any of its employees with whom it makes an agreement for the strict fulfilment thereof.

The provisions in the agreement with the Brotherhood of Locomotive Firemen and Enginemen whereby a fireman by reason of the convenience of the service loses his opportunity to pass the requisite examination for the time being, is entitled to receive his standing as an engineer upon passing his examination when called upon as from the date on which he should have been privileged to be examined, does not in any way alter his relative standing on the engineers' seniority list. And if a committee of engineers, or any one, is given the privilege of arranging such a list it is the company's duty to see that it is done so as to protect the rights of other employees to whom they owe either a moral or contractual obligation, and such a committee ought necessarily be furnished with proper dates by the company governing their correct standing. A list compiled in this manner would be in perfect accord with the agreements between the company and both organizations. Had the present list been compiled in this manner there could have been no dispute. The responsibility for the present difficulty therefore lies at the door of the officers of the company who failed to carry out the agreements made by the company to this end, and the onus of the discord and confusion which has followed cannot be shifted upon, or made a cause of dispute between the two classes of employees interested. Moreover, the evidence adduced indicates that on all other Divisions of the company's lines where similar agreements were in effect no dissatisfaction of this character exists, and the proper lists have been prepared and posted.

As to those who had found it necessary to try a second examination, or who had ultimately failed, both parties admitted that there was no dispute as to the standing of any such as these. In fact the employees declared that the relative standing given any such men would not be questioned by them, which entirely eliminates the difficulty in compiling a new list so long as these would occupy the same relative standing on the new list which they occupied on the disputed list. As a reason why a new list could not be properly compiled now, the company declared that information showing these details had been lost or destroyed from the office at Calgary, but since the sittings of the Board in Winnipeg the company, on request by the undersigned, has furnished some such information from its Calgary office. In any event there would be a very few men who failed either in their first or second examination, and therefore these should not stand in the way of adjusting a list where so many are so greatly interested.

As to the hiring of engineers, if at any given date after hiring an engineer, the company promoted, say, three engineers, and then hired another engineer, the correct standing on the engineers' list of the hired engineer would be following the three promoted engineers. And if one of the promoted men had been promoted out of his turn, the regular man being detained from his examination by the service, or through no fault of his, the regular man would nevertheless be entitled to his standing as from the time of the examination of the man taken out of his turn, and this latter would follow the hired engineer. This would ultimately leave them all in their correct standing, and the promoted men would occupy the same relative position they had on the firemen's list. This arrangement would be in perfect accord with the company's agreements, and here again no difficulty need follow.

It is also clear that a list presuming to show the relative standing of engineers or other employees cannot be of any substantial service to the employees

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concerned unless on its face it shows the dates governing their respective standings. It is unreasonable to say that employees may inquire of each other as to the dates which govern their seniority in the service. If this must be done to verify the authenticity of a list, the list itself serves no purpose. It is to secure this very information that lists are required.

As to the contention by the company that exception to the list as originally posted was not taken in due time, the correspondence produced by the firemen shows that exception was taken in accordance with their agreement to the officers of the company. The company has no right to contend that such exception ought to have been made to the committee of engineers. A supplementary list readjusting the standing of the six men complained of was posted at Calgary in response to the complaints made, and that such supplementary list was satisfactory to the Brotherhood of Locomotive Firemen and Enginemen. But this list was later taken down and the disputed list restored. Since that time the matter has been in dispute and various communications have passed between the parties, until finally the application for this Board was made. In these communications the company admitted that certain employees were not properly placed on the list, and made the suggestion to let matters drift as they were, evidently hoping by the lapse of time to wear out the agitation for an adjustment, or that a reasonable excuse might thereby be available for claiming that a matter of so long standing could not be satisfactorily adjusted. Finally upon being pressed, the company sought to shift the onus of its obligations by declaring that the dispute was really between the two organizations, and suggested arbitration as between them.

It is questionable if the principle of imposing upon one class of employees the necessity of applying to another interested class for the adjustment of a grievance can be justified under any circumstances, but surely not when the matter in issue is the fulfilment of an agreement made by the employer.

The law by which the Board is constituted places upon the members of the Board the obligation of endeavouring by means of conciliation to bring about a settlement between the parties of the dispute referred to it, and failing in this to make a full report thereof to the Minister, setting forth the proceedings and steps taken by the Board, and its findings, including the cause of the dispute, and the Board's recommendations for the settlement of the difficulty according to the merit and substantial justice of the case. Having regard to the duties thus imposed upon the members of the Board by statute, the undersigned is unable to follow the course adopted by the other members of the Board, in submitting a report which does not go to the extent of offering some tangible recommendation as a basis of settlement of the dispute. It is evident that if no solution of the matter can be found that a strike is quite likely to follow, and the labours of the Board will have amounted to a nullity. Nor can he share with them their apprehensions of complications arising between the company and the Brotherhood of Locomotive Engineers as a result of a proper re-adjustment of the list in dispute, because if the list were corrected to conform with the agreement between the company and the Brotherhood of Locomotive Firemen and Enginemen, it would likewise conform with the agreement between the company and the Brotherhood of Locomotive Engineers; and it is his opinion that no organization of wage-earners can demand of an employer conditions that are in excess of or in contravention of its signed agreement with the employer.

If this Board is unable to determine upon a fair basis for the settlement of the dispute, with what exceptional powers of perception would a Board of arbitrators as proposed by the company be endowed, whereby such a basis

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could be determined? If a Board of arbitrators could offer a solution of the case which would be sufficiently meritorious as to warrant its adoption by articles of agreement in advance, surely this Board may offer some solution of the difficulty that can be recommended for adoption, which will contain as large a measure of substantial justice.

To allow the erroneous list to remain in operation will not only accelerate and intensify discord, but it will also encourage employers to disregard the rights which accrue to employees under a working agreement. It will accentuate the notion that an error, be it ever so great, has a right to a continued existence by reason of the fact that it has managed to exist for a period of time. Above all it will prove a grave and serious barrier to any attempt on the part of the employees to adjust the matter by peaceful means. On the other hand, to recommend to all concerned a basis of settlement in accordance with the agreements between the parties, having due regard for all the requirements and privileges thereof, cannot be disregarded by any of them.

As for the working agreement recently adopted between the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen and Enginemen, if it is to be adopted by these employees on the Canadian Pacific Railway as a means of adjusting the dispute in question, a recommendation from an unbiased tribunal ought to be a substantial aid in promoting this end. If there has existed a lack of harmony between these two organizations in the past, such a condition constitutes a greater and more urgent need of such a recommendation from this Board. To withhold such a recommendation may be the means of preventing the effectual operation of the working agreement.

Therefore your commissioner, having obtained from the company's staff records at Montreal and Winnipeg information as to the dates of entering the service, and dates of promotion of the employees included in the disputed list, and taking the terms of the agreements between the company and both organizations as quoted above, has compiled a list in accordance thereto, which it is submitted is sufficiently accurate to be recommended as a basis of settlement of the dispute. The list filed with the Board as constituting the scope of the grievance contains over one hundred names. Of these, eleven were out of the service at the date of reference to the Board, and they have been dropped from the list. Men who have resigned and have re-entered the service at a later date as hired engineers are given the latter date of entry. Others who have been reduced in their standings in the exercise of discipline have been given the relative standing on the new list which the company gave them on the former list. To this no exception can reasonably be taken by any of the parties. Both the officers of the company and the representatives of the men concerned admitted at the hearings that the company's records would be correct and ought to govern.

To correct the list to the extent of placing the six men originally complained of in their correct relative standing would still result in serious difficulty as is indicated by the fact that when the supplemental list was posted in Calgary in September, 1911, that the company afterwards found occasion to withdraw it. If only the six men were placed in their proper relative standing, they would still remain behind some who were their juniors in the service, and would at the same time stand ahead of some who are their seniors, owing to the unsystematic and apparent haphazard manner in which the list was arranged. Therefore the only proper and equitable adjustment of the matter is to re-arrange the entire list by placing every name in its proper place according to the dates governing same as provided by the agreements with the company. For the information of all concerned, and as showing the correctness

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of the list the dates when men began as wipers, and as firemen, also as engineers are given. The initial number of 110 is the number with which the disputed list commences, and the same number is employed as a starting point for the convenience of reference and comparison.

SENIORITY LIST OF ENGINEERS, ALBERTA DIVISION.

No.	NAME.	Began as Wiper.	Began as Fireman.	Began as Engineer.
110.	McKay, Robt. J.	May 8-01	Mch 3-03	Apl. 10-05
111.	England, O. A.	June 17-01	Apl. 1-03	Jan. 9-06
112.	Miller, E. A.	July 23-01	June 1-02	Apl. 10-05
113.	Harris, C. E.	Sept. 7-01	Mch. 4-03	Aug. 10-05
114.	Thomas, J. M.		May 7-02	Aug. 10-05
115.	Hawkins, A. H.		May 20-02	Aug. 17-05
116.	Ripley, H. L.	Oct. 11-01	Oct. 1-02	Apl. 10-05
117.	Jackson, L. H.			Aug. 15-05
118.	Downing, R. H.	Oct. 27-01	Jan. 27-03	Oct. 1-05
119.	Walwark, J.			Aug. 21-05
120.	Perry, J. R.			Aug. 20-05
121.	Graham, E. C.	Nov. 6-01	Jan. 19-02	Apl. 24-06
122.	Glass, T. N.			Sept. 6-05
123.	Cudoba, Geo. E.		Sept. 25-02	Apl. 12-05
124.	Dixon, J. C.	Nov. 10-01	Aug. 1-02	Sept. 5-05
125.	Batthey, R. H.	Feb. 5-02	Sept. 14-03	Apl. 24-06
126.	Alexander, W. L.		Oct. 1-02	Sept. 20-06
127.	Loucks, L.	Mch. 11-02	Mch. 13-03	Mch. 3-05
128.	Murray, J. A.	Mch. 24-02	July 10-02	Apl. 1-06
129.	Brooks, J.		Oct. 17-02	Sept. 22-06
130.	McEwen, D.	Apl. 11-02	Dec. 10-02	Jan. 6-06
131.	Cook, E. H.	Apl. 13-02	Oct. 10-02	June 6-06
132.	Tracey, M. S.			June 20-06
133.	James, G. F.			June 26-06
134.	McFarlane, B.	May 27-02	Sept. 26-02	June 1-06
135.	Morrison, Geo.		Jan. 22-03	July 1-05
136.	Dean, W.		Aug. 30-04	July 26-06
137.	Riley, A. E.			July 23-06
138.	Hampton, Wm.	June 4-02	Nov. 1-02	Jan. 25-07
139.	Anderson, G. L.	June 13-02	Oct. 15-02	July 27-06
140.	Healy, J. H.	Sept. 9-02	Dec. 9-02	July 21-06
141.	Laing, D.			Aug. 1-06
142.	Gillespie, M.	Nov. 3-02	Mch. 1-03	July 23-06
143.	Spinney, B.			Aug. 22-06
144.	Embrey, Geo.	Nov. 10-02	Feb. 20-03	Aug. 20-06
145.	Devlin, W. J.	Nov. 29-02	Mch. 24-03	Aug. 24-06
146.	Askey, Geo.	Dec. 10-02	May 15-03	July 24-06
147.	Scott, J. M.			Aug. 28-06
148.	Hennessey, J. J.			Sept. 11-06
149.	McMahon, E. R.	Dec. 18-02	May 17-03	July 30-06
150.	Lloyd, J. H.	Jan. 12-03	Apl. 21-06	June 3-07
151.	Lyons, P. B.			Sept. 25-06
152.	Preece, S. H.	Apl. 1-03	June 7-03	June 12-07
153.	Gay, H. H.			Oct. 26-06
154.	Dunbar, W. A.		July 11-03	Nov. 8-06
155.	McLeod, J. D.			Dec. 14-06
156.	Elkins, A. B.			Dec. 15-06
157.	Campbell, A. J.			Jan. 2-07
158.	Wilson, T.	Apl. 6-03	Sept. 1-03	Jan. 10-07
159.	Clark, J. B.			Jan. 9-07
160.	Sinclair, O. N.			Sept. 4-08
161.	Baldwin, W. H.		June 26-03	Oct. 9-06
162.	Collpitts, H. H.			Jan. 16-07
163.	Scott, F. W.		June 25-06	June 1-07
164.	Chapman, Hy.			Jan. 16-07
165.	Galloway, G.		July 24-03	Jan. 6-07
166.	Manson, J. R.		Aug. 9-03	June 11-07
167.	McLean, A. M.		Aug. 20-03	May 10-07
168.	Gillespie, J.	Apl. 17-03	June 10-03	Aug. 26-06
169.	Jebson, F.	Apl. 20-03	June 17-03	Aug. 28-06

SENIORITY LIST OF ENGINEERS, ALBERTA DIVISION.—Continued.

No.	NAME.	Began as Wiper.	Began as Fireman.	Began as Engineer.
170.	Graham, H. E.....	May 8-03	Sept. 8-03	July 4-07
171.	Fleming, J. W....		Sept. 1-03	July 4-07
172.	Kyle, A. H.....		Sept. 1-03	July 4-07
173.	McKenzie, W....	June 1-03	Sept. 1-03	July 4-07
174.	Lee, S. J.....	June 1-03	Sept. 20-03	July 17-07
175.	Day, A. G.....	June 5-03	Sept. 5-03	July 4-07
176.	Furoy, S. A.....		Sept. 19-03	Feb. 1-07
177.	Howarth, W.....	June 10-03	Oct. 7-03	July 4-07
178.	Deitz, W. G.....	June 11-03	Mch. 3-04	July 17-07
179.	Thompson, J. H.		Oct. 16-03	July 4-07
180.	Marshall, A. P.....	Aug. 1-03	Sept. 1-03	Feb. 4-07
181.	Lemieux, E. J.....		Nov. 13-03	Jan. 15-07
182.	Maltby, H. B.....			July 4-07
183.	McIntyre, L....			July 11-07
184.	Russell, B.....	Apl. 28-02	Oct. 10-02	June 5-07
185.	Nelson, C. B.....		May 12-03	June 3-07
186.	Giles, J.....	Aug. 3-03	Nov. 6-03	July 17-07
187.	Essery, W. R.....		Mch. 11-04	Aug. 21-07
188.	Bristow, H. R.....		Mch. 19-04	July 17-07
189.	Gay, A. H.....	Aug. 11-03	Mch. 26-04	July 17-07
190.	Robinson, H. M.	Sept. 4-03	May 22-04	Jan. 27-07
191.	Parker, J. B.....			July 27-07
192.	Sinclair, W. A....			Sept. 16-07
193.	Moore, H. A.....			Sept. 24-07
194.	Willis, W.....			Oct. 19-07
195.	Yates, E.....	Nov. 3-03	May 3-04	Sept. 1-07
196.	Cunningham, O.....		May 25-04	Dec. 6-07
197.	Leahy, P.....	Dec. 15-03	July 20-04	June 28-07
198.	Clemmer, A.....	Feb. 4-03	Aug. 16-04	Jan 1-08

All of which is respectfully submitted,

D. CAMPBELL.

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IV.—APPLICATION FROM BOOT AND SHOE WORKERS, MEMBERS OF LA FRATERNITE NATIONALE DES CORDONNIERS-MACHINISTES DE QUEBEC, EMPLOYED BY CERTAIN BOOT AND SHOE MANUFACTURERS OF THE CITY OF QUEBEC, NAMELY J. H. LAROCHELLE, W. A. MARSH & CO., J. RITCHIE & CO., AND O. GOULET.—BOARD ESTABLISHED.—NO GENERAL CESSATION OF WORK OCCURRED.

Application received—April 5, 1913.

Parties concerned—Certain Boot and Shoe Manufacturers of the City of Quebec, namely, J. H. Larochelle, W. A. Marsh & Co., J. Ritchie & Co., and O. Goulet, and employees, members of La Fraternité Nationale des Cordonniers-Machinistes de Quebec.

Applicants—Employees.

Nature of industry concerned—Boot and shoe manufacture.

Nature of dispute—Wages and alleged breach of agreement.

Number of employees affected—Directly, 25; indirectly, 500.

Date of constitution of Board—April 28, 1913.

Membership of Board—Honourable H. Cyrias Pelletier, Quebec, Que., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Felix Marois, Quebec, Que., appointed on the recommendation of the employing companies; and Mr. Gaudiose Hébert, also of Quebec, Que., appointed on the recommendation of the employees concerned.

Reports received—June 2, 1913; June 18, 1913.

Result of inquiry—Report of Board was accompanied by a minority report signed by Mr. Hébert. The award was declared acceptable to the companies concerned. The employees, however, refused to accept same and some of the individuals directly affected ceased work, but no general cessation of work occurred.

The Minister received, on June 2, the report of the Board of Conciliation and Investigation to which had been referred for adjustment certain differences between Messrs. J. H. Larochelle, W. A. Marsh & Company, J. Ritchie & Company, and C. Goulet, boot and shoe manufacturers of the City of Quebec, and their employees, being members of La Fraternité Nationale des Cordonniers Machinistes de Québec. The number of employees affected was given in the application as 25 directly and 500 indirectly. The matters at issue related in each case to the wages paid for certain classes of work in these factories.

The industry concerned not being one of the public utilities class to which the Industrial Disputes Investigation Act primarily applies, a Board could only be established by consent of both parties to the dispute. Such consent was therefore obtained of the employing companies, and a Board was established by the Minister on April 11.

The report was signed by the chairman and Mr. Marois, and dealt with each individual complaint. In the opinion of the Board the complaints were not well founded and the award was in favour of the employing companies. In a note accompanying the report Mr. Hébert dissented from the findings of the majority of the Board and expressed the opinion that the demands of the employees concerned should be granted. A minority report was later received

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from Mr. Hébert, giving his reasons for differing from the majority of the Board.

The Department was informed by the several companies interested that the findings of the Board were satisfactory to them. The award was not acceptable to the employees concerned, and some of the individuals directly affected ceased work. No general cessation of work, however, occurred.

REPORT OF BOARD.

Following is the text of the Board's report:—

Re Industrial Disputes Investigation Act, 1907, and between: J. H. Larochelle, W. A. Marsh & Co., J. Ritchie & Co., O. Goulet, boot and shoe manufacturers of Quebec, on the one side, and their employees, members of "La Fraternité Nationale des Cordonniers-Machinistes de Québec," on the other side.

Before the Board of Conciliation and Investigation, composed of three members: H. Cyrias Pelletier, Félix Marois and Gaudiose Hébert.

To the Honourable the Minister of Labour.

MR. MINISTER,—We, the undersigned, being the majority of the members of the Board of Conciliation and Investigation, have the honour to submit to you our report and recommendations in the six industrial disputes which have been referred and submitted to us, as follows:—

1.—*Re* dispute between Marsh & Co. and Félix Georges Marois, member of "La Fraternité des Cordonniers-Machinistes," shoemaker.

Origin of the trouble.—Félix Georges Marois works on the Goodyear automatic leveller machine, beating down shoe insoles. He claims that five years ago the manager of the Marsh factory promised and gave him 10 cents extra per case to use a hammer in beating down lumps on the soles because the machine was not doing the work thoroughly. On the other part, Marsh & Co. say Marois was complaining about the way the machine was working and they gave an extra 10 cents per case to have the work of the machine completed, but that since that time that machine has been repaired and adjusted, it does good work and there is no more reason to give that extra 10 cents; that the price of 35 cents per case for beating down insoles on that machine is a good price and that it is also the price paid elsewhere in other shops for the same work on a similar machine.

On May 30, 1911, Mr. Marsh gave the Conciliation Board notice that he intended to submit to it that matter of that extra 10 cents paid by him under protest to Félix Georges Marois.

On May 30, 1912, a similar notice was given by Mr. Marsh, asking for a reduction of that extra. The Conciliation Board has not considered this request in this dispute, which is at present referred to us.

RECOMMENDATION.

After investigating the facts, after visiting several boot and shoe factories where that automatic machine is used to beat down insoles and seeing the men at work, we find that this machine does a thorough and satisfactory work; that if sometimes the workman is obliged to beat down lumps on the soles with his hammer, this is purely accidental, and that at all events it is in the very nature

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of this work to use a hammer sometimes and that one cannot always do a perfect work with this machine without having recourse to the hammer; and that it is agreed and understood by the workman who runs that machine that he is obliged to use a hammer once in a while, that this is required in the carrying on of the trade, and that he is not entitled to an extra for this work, which is to a certain extent part of the work of beating down the insoles on that automatic machine.

We declare that the automatic machine used by Félix Georges Marois, if well fitted and adjusted and run in good faith, can and does make good work just like those set in other factories in Quebec, and particularly in the Gauthier factory; that there is no reason for Félix Georges Marois to claim and have paid that extra 10 cents, or 45 cents per case instead of 35 cents to which he is entitled.

As the request for a reduction made by Mr. Marsh dates back to May 30, 1911, we find and recommend that our award should go into effect from May 1, 1911, the date at which the payment of said extra 10 cents shall stop, which said Félix Georges Marois is required to pay back to Marsh & Co., and upon his default "La Fraternité Nationale des Cordonniers-Machinistes de Québec" as it has encouraged and supported its employee, the said Félix Georges Marois, in demanding said extra.

In their request for the appointment of a Board of Conciliation and Investigation, the employees of "La Fraternité" say that in these different disputes there are twenty-five persons directly involved and solemnly declare that if said disputes are not settled or referred to arbitration a strike will be declared, and that the necessary authority to declare said strike has been obtained. We find that in this dispute Félix Georges Marois alone is directly involved, and perhaps also the helper employed by him, Joseph Couture, and that there are no other employees whose interests are at stake in this matter.

We moreover find that it is not proved that the necessary authority to declare a strike has been obtained at any time.

2.—*Re* Marsh & Co. vs. their employee, member of "La Fraternité," Adjutor Vallière.

Cause and origin of the dispute.—Adjutor Vallière claims that he was hired by Marsh & Co. in December, 1912, to take the place of a man named Dodridge at the same wages that Dodridge was getting, \$13.00 per week, and consequently he is entitled to \$13.00 per week. Marsh says Dodridge was only getting \$11.00 per week for five days and a half (5½) work, and that when he worked on Saturday afternoons he got 92 cents more, or \$11.92 for six days' work. That Dodridge was an excellent workman, and in order to keep him he would have given him a bonus of \$52.00 per year, or \$1.00 per week, but payable at the end of the month only, and that the bonus was not part of the wages but was a personal reward, a favour done to an unusually skilful workman. Louis Emond, foreman at Marsh's, says he hired Vallière at \$2.00 per day or \$12.00 per week.

RECOMMENDATION.

We find that Adjutor Vallière was hired at \$12.00 per week or \$2.00 per day, and that he is entitled to that amount of wages only and not to \$13.00 per week as he claims.

We also find that in this dispute Adjutor Vallière alone is involved directly and no other employees, and that it is not proved that the authority necessary to declare a strike has been obtained at any time.

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3.—*Re Ritchie & Co. vs. their employee, member of "La Fraternité Nationale des Cordonniers-Machinistes de Québec," Eugene Poitras.*

Cause of the dispute and origin of the trouble.—Here is what Eugène Poitras says in his evidence before the Board:—"I have been working for Mr. Ritchie for at least fifteen years beating down insoles. I have been using the leveller machine since it was put in, that is to say for the last five or six years. I know very well how to make it work. I have asked for an extra 10 cents per case four years ago, because one could not earn one's living without that, and at the same time to have the same price as elsewhere, at Marsh's, where the extra 10 cents was being paid." Here is the origin of this extra 10 cents: the ambition to get 10 cents as well as at Marsh's.

RECOMMENDATION.

We find there is no reason to give this extra 10 cents per case to Eugène Poitras, who had no other reason to ask for it and demand it except because it was being paid under pressure and under protest in Marsh's factory, in the case of Félix Georges Marois, and that said Eugène Poitras was not entitled to have that extra paid him by Ritchie & Co.; that the price he always was entitled to is 35 cents per case and not 45 cents.

As in the dispute between Marsh and Marois, we find that our award shall take effect from the time a protest was made against the demand for that extra, that is May 30, 1912 (the date of the request of a reduction by Ritchie), and that from that date said Eugène Poitras is to repay Ritchie & Co. the amount received of that extra 10 cents against the manufacturer's will, and that in default of said Eugène Poitras to make such repayment, the said "Fraternité Nationale des Cordonniers-Machinistes de Québec" is held to the same obligation as it has encouraged and upheld said Eugène Poitras, one of its members, in his demands, under threat of a strike by the workmen.

We also find that in this industrial dispute Eugène Poitras alone is directly involved, except perhaps his associate and employee, Arthur Lapointe, and that besides them no other employee is directly involved in this matter. We moreover find that it is not proved that the necessary authority to declare a strike has been obtained at any time.

4.—*Re Ritchie & Co. vs. their employee, member of "La Fraternité des Cordonniers-Machinistes de Québec," Adélarde Villeneuve.*

Origin and cause of the dispute.—On June 1, 1912, Adélarde Villeneuve, a heel front cutter, asked for an increase in wages of 5 cents per case. In December, 1912, his request had not been granted; it was decided at that time, at the factory, to give him a new steam machine to replace the foot-running machine he was using to trim heels, and young Ritchie, believing he had a right to do so, told him on this new machine he would be paid 10 cents per case instead of 12 cents as before. Villeneuve thereupon left work, but he immediately returned to the factory where he was told to continue working at 12 cents per case, the same price as he had before; but Villeneuve, using as a pretence that they had wanted to reduce his wages, would not resume work unless he was paid 15 cents per case, and Ritchie & Co., in order not to delay operations, gave him that price, but under protest, and ask for the reduction of that extra 3 cents they have been paying Villeneuve without any cause since the end of December, 1912.

RECOMMENDATION.

We find that Adélarde Villeneuve could not, in the course of the industrial year, change the current price of 12 cents per case for the work of cutting

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heel fronts and demand 15 cents as he has been doing since the beginning of the present year (1913) and that he is to repay his employers that extra 3 cents which he has received in spite of them since January 1, 1913, and that upon his default the "Fraternité," which has upheld him, is held to the same obligation. The price awarded to Adélard Villeneuve is then 12 cents per case.

In this dispute Adélard Villeneuve alone, and no other employee, is directly involved.

We also find that it is not proved that the necessary authority to declare a strike has been obtained at any time.

5.—*Re J. H. Larochelle vs. his employee, member of "La Fraternité Nationale des Cordonniers-Machinistes de Québec."*

Cause of the dispute.—On March 29, 1912, the "Fraternité" asked for Léon Lainé, a heel trimmer at J. H. Larochelle's, an increase in wages of 10 cents per case, and Larochelle refused to grant this request. Lainé kept on working at Larochelle's until the beginning of April, 1913, and then insisted on having that increase of 10 cents. And on Larochelle refusing to grant it, he left work without waiting for the decision of the Bureau of Conciliation or the Board of Conciliation. Since that time Larochelle was forced to pay the man who took Lainé's place 10 cents extra, not being able to secure a workman at a lower price and in order not to be obliged to shut up his factory. Larochelle complains that the "Fraternité" did not interfere and has not furnished a man at the same price pending the decision of the Conciliation or Arbitration Board.

RECOMMENDATION.

We consider Larochelle's complaint just and well grounded as Lainé could not demand an increase in wages and leave work without waiting for a decision of the Conciliation Committee or Arbitration Board.

The "Fraternité" claims that Lainé waived his demand when he left work at Larochelle's, but we find it should have provided Larochelle with a competent man to take Lainé's place under the same conditions, and that this not having been done, Larochelle was obliged, under pressure and against his will, to pay a man he had to hire since.

In this dispute there is only one employee directly involved, and it is not proved that the necessary authority to declare a strike has been obtained at any time.

6.—*Re O. Goulet vs. his employee, member of "La Fraternité Nationale des Cordonniers-Machinistes de Québec."*

Origin of the dispute and cause of the trouble.—One Génois, who was working at O. Goulet's on a heel-nailing machine, left work and Mr. Goulet put in his place a young man named Langlois who was then working on another machine in his shop, and who was a member of the "Fraternité." Goulet was satisfied that young Langlois was competent to do the work and notified the "Fraternité" of the change made in the personnel of his employees. The "Fraternité" interfered, claiming Goulet could not make that change of his own accord, and young Langlois left the work.

RECOMMENDATION.

We find that according to Article 7 of the Regulations of the Joint Committee and of the Manufacturers' and Workmen's Conciliation Board in the boot and shoe industry in Quebec (produced in this case as Exhibit X) com-

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bined with Article 9 of the same Regulations, Mr. O. Goulet, who had no complaint to make to the "Fraternité," had a right to hire young Langlois as he did to put him in Génois' place on the heel-nailing machine, and that in such a case the "Fraternité" unduly interfered; that there is no question of an apprenticeship in this matter, as Mr. O. Goulet found the man competent to do his work while promoting him.

All of which is respectfully submitted.

FÉLIX MAROIS,

H. CYRIAS PELLETIER,
Chairman.

QUEBEC, this 29th day of May, 1913.

I, the undersigned member of the Board of Conciliation and Investigation, declare that I dissent with the other two members, Messrs. H. C. Pelletier and Félix Marois, that I cannot approve and sign their report, and that in my opinion the requests made by the workmen involved in this dispute should be granted, and that the employers' requests and claims should be put aside.

GAUDIOSE HEBERT.

QUEBEC, May 29, 1913.

We feel we must add to our report a few remarks relating to the circumstances and facts of the investigation and the propriety of our recommendations.

After taking the required oath, the members of the Board of Conciliation held thirteen sittings for the purpose of the investigation in the office of the Bureau of Conciliation, on St. Valier street, St. Roch, Quebec, quite near the place where the disputes originated, in the ward where most of the factories are located, and in the vicinity of the workmen involved.

In order to avoid costs, we employed no clerk or stenographer, but we ourselves took notes of the evidence which are transmitted to you with our report, as well as the documents produced according to the list enumerating such exhibits and being part of the written evidence.

Among such exhibits are the Regulations of the "Fraternité Nationale des Cordonniers-Machinistes de Québec," those of the Quebec Boot and Shoe Manufacturers' Association, as well as those of the Joint Conciliation Committee which exists in Quebec as a preliminary tribunal to settle disputes between employers and workmen.

The dispute which took the longest time at the investigation and caused the most discussions and recriminations was that between the men employed in beating down inner soles and the employers, in the factories of J. Ritchie & Co. and Marsh & Co. After the investigation was over, we called in all the interested parties and after communicating to them all the evidence produced we asked them to try to make it up with each other and come to an agreement. But no one wanted to give in and all maintained their claims pending our decision.

The matter was mainly about the work done by the Goodyear automatic leveller, a machine to beat down the 'bottoms' or inner soles of shoes in Marsh & Co.'s and Ritchie & Co.'s factories. The workmen complain that this machine does not do the beating down thoroughly and that they are obliged in every case to use a hammer to finish the work of smoothing down the lumps on the soles.

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We have visited two other establishments where such a machine is installed, at Gauthier's and McKeen's shops, and there we have found that the work is done well and regularly and that the men do not complain.

At Ritchie's and Marsh's this machine was running too fast, and at Marsh's especially the workman, it seemed to us, would not run that machine properly, at least in our presence.

There is no reason to justify the complaint of the men at Ritchie & Co.'s and at Marsh & Co.'s, as this machine, properly run at its normal speed, must do the same work as at Gauthier's and McKeen's, and we are convinced it does everywhere as good a beating down.

The employers also complain that the men, unknown to them, change the speed of the machines by increasing it, which results in increasing the production in manufacturing, but at the expense of steadiness and of the efficiency of the work done.

As to the nature and value of the wages paid, we did not feel we should interfere because we considered we were not competent to do so in this investigation, but we made our basis entirely on the present prices, those at present paid in the establishments of similar industries for the same work.

There exists a certain unrest in the boot and shoe industry in Quebec, as may be inferred from the evidence of Mr. J. Ritchie and J. Alphonse Langlois.

The employers complain that the men are not punctual and leave their work for any cause or without any cause, which entails considerable delays in the manufacture; they also complain that they have no more authority in their shops and that they are entirely at the mercy of their employees, members of labour unions.

Mr. J. Alphonse Langlois, one of the partners and manager of the Gauthier factory, and member of the Quebec Legislative Assembly for the electoral district of St. Sauveur, appeared before us, and in his evidence stated that to cause this unrest to disappear the following remedy must be provided: "The employer should have the same right as the workman to discharge or resign from work; there is the root of the evil, freedom is not equal on both sides. The employer should have the right to discharge an employee for cause, without the interference of the union, just as the workman may himself resign. The workman should give notice of his resignation."

In Quebec, boot and shoe manufacturers are formed into an association called "L'Association des Manufacturiers de Québec," and the boot and shoe workers employed in the factories have three unions: "La Fraternité Nationale des Cordonniers-Machinistes de Québec," that of the Finishers, and that of the Leather Cutters.

These various associations have agreed to form and create "A Joint Committee and a Bureau of Conciliation of the Manufacturers and Workmen in the interest of the boot and shoe industry in Quebec." (The regulations of said committee are produced as Exhibit X.)

In the other disputes, besides those which occurred at Ritchie's and at Marsh & Co.'s about beating down the 'bottoms,' we also called before us, after the investigation was over, all the interested parties, employers and workmen, and proposed to them to come to an understanding and be reconciled, but nobody would give in and all asked for a decision from the Board of Conciliation and Investigation.

In all these disputes the evidence seemed to us conclusive, and we had no difficulty in reaching the award and recommendations indicated in our report.

There is, however, a fact which we must point out to whom it concerns, as it has its importance in the extent which these disputes have, and it is as fol-

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lows: During the investigation, in order to get posted as to the acts of "La Fraternité des Cordonniers" in connection with the cases before us, we called in as a witness its secretary, Mr. A. Shields, and asked him to produce the records of certain of the meetings of that union, and Mr. Shields answered us that he was bound by his word of honour not to disclose anything without an authorization from the "Fraternité," and that as to the records the union had taken them away from him and he could not produce them. We did not insist any further because, after all, we could make our award without Mr. Shields' evidence and without seeing the records of the meetings of the "Fraternité"; but we think it is our duty to point out this fact to show the pretensions of the "Fraternité" when it is requested to furnish information for the public during a regular investigation of facts which interest its members and the employers. Mr. Shields' behaviour is the more strange as it is upheld by the "Fraternité."

We also feel we must point out that the dispute in these six controversies is really between the employers and "La Fraternité des Cordonniers-Machinistes" since the employees are members of it subject to its orders, and it has represented and supported them during this investigation before the Board of Conciliation and Investigation.

We regret that the three members of the Board do not agree in their report and that Mr. G. Hébert should be of a different opinion, but without depreciating him in any way it is only proper to remind whom it may concern that Mr. Hébert is one of the members of the "Fraternité" and its employee as manager, jointly with Georges Marois, paid by it at the rate of \$15 per week or \$780 per year, as was proved during the investigation of these disputes.

All of which is respectfully submitted.

FELIX MAROIS.

H. CYRIAS PELLETIER,
Chairman.

QUEBEC, May 29, 1913.

MINORITY REPORT.

Following is the text of the minority report of Mr. Gaudiose Hébert:—

Re Industrial Disputes Investigation Act, 1907, and between: J. H. Larochelle, W. A. Marsh & Company, J. Ritchie & Company, O. Goulet, boot and shoe manufacturers of Quebec, on the one side; and their employees, members of La Fraternité Nationale des Cordonniers-Machinistes de Québec, on the other side.

Before the Board of Conciliation and Investigation composed of three members, H. Syrias Pelletier, Félix Marois and Gaudiose Hébert.

To the Honourable the Minister of Labour.

MR. MINISTER,—I, the undersigned, Gaudiose Hébert, being the minority of the members of the Board of Conciliation and Investigation, have the honour to make to you my report and recommendations in connection with the six industrial disputes which have been referred and submitted to us as follows:—

1.—*Re* dispute between Marsh & Company and Félix Marois, member of La Fraternité des Cordonniers-Machinistes, shoemaker.

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In answer to the first paragraph of the award made by the majority of the Board, my opinion is as follows:—

Félix Marois' work could not be done on the machine without some preparatory work which up to the difficulty was done by Mr. Robitaille, one of the employees at the factory; Mr. Robitaille's work not being found proper, Mr. F. G. Marois was requested to do that work besides his machine work, which Marois refused to do on account of the quantity of work to be performed. After several requests and on the promise of a ten cent increase, F. G. Marois agreed to perform that work. The following witnesses supported this statement: Messrs. E. G. Marois, Couture, G. Marois.

The report states that the work in certain cases can only be completed with the use of the hammer, while witness Dick Becker, agent for the United Shoe, stated that this machine worked to perfection without using the hammer. And the report, however, concludes that the hammer must be used. The witness himself was invited to perform this work in the presence of the arbitrators and was not able to do it, contrary to his opinion.

The manager of the factory having stated to the employee that he wanted perfect work and would pay for it, and having told him to use the hammer if necessary; the employee agreed to it provided the above mentioned ten cent increase was given him.

Were the work to be done with that machine delivered to the workman under the same conditions as in other manufactures it would be done more easily. But the Marsh Company allows the shoes to remain too long on the floor, which causes the shoes to get dry and makes the work more difficult. In spite of the opinion expressed in the report, it is false to say that the machine can do perfect work when witness Becker, representing the company which sells these machines, could not do that work himself, and the conclusion must be drawn that the workman is right in refusing to accept a reduction of wages. I am surprised to see that the employer only found this out after five years.

The manager of the Mullerky factory stated that this machine could do the work without a hammer, and yet the work could not be performed, which in my opinion gives reason to the workman.

I regret that the third arbitrator did not find it necessary to take the evidence in shorthand, which would have given you the statements from both parties. According to the rules established between the parties concerned, demands must be made on June 1 to take effect on November 1, according to Article II of the regulations between employers and workmen. The demand made in 1911 should therefore have been put aside, because that question had been settled by the Board of Conciliation, and the new demand, according to the regulations governing us, employers and workmen, should have taken effect from November 1, 1912, only. This is one of the reasons which caused me to dissent, besides that of the increase in the cost of living.

Moreover, the increase in the boot and shoe trade and the increased amount of work which the workman in Quebec is obliged to perform in order to fill orders, were some of the reasons which caused me not to approve of the opinion of the majority, with, besides, the fact that Marois had to hire a man as helper to do all the work necessary to meet all the requirements of the factory.

Moreover, the fact that the strike was declared on the receipt of the award of the Bureau of Arbitration shows that the strike was authorized before the arbitration.

Second part.

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The evidence in this case of Vallière vs. Marsh showed that the man employed before Vallière received \$12.00 per week with a bonus of \$1.00 per week, and that Vallière had been hired under the same conditions; this is the reason why I did not approve of the award of the majority, and basing myself on the fact that changes in wages cannot be made before November first according to Article II of the above mentioned regulations.

Re J. Ritchie & Company, and Eugène Poitras.

In this case I did not share the majority's views because this workman does on his machine more difficult and delicate work at lower wages than workmen in other factories receive for more common work and a reduction of wages under the circumstances was not justified.

Fourth part.

Re Ritchie and Adélard Villeneuve.

I differed in this case because the work assigned to this man must be performed on a machine with lasts, which makes the work more difficult, and he consequently deserves to be paid in proportion. This work may have brought \$11.00 per week before the increase, and from that amount he had to pay a young man \$2.50 per week, so that his wages were not enough to live on.

Fifth part.

I have no comments to make in this case, as Lainé, after making his demand, left work on his own accord to get somewhere else what his employer refused to give him, which shows he was right. The "Fraternité," moreover, has not forced the employer, Larochelle, to pay the price he has paid to the man of his choice.

Sixth part.

Re O. Goulet and Langlois.

In this case it was shown that "La Fraternité" had not interfered, and that is the reason why I did not share in the award, for Langlois left his position of his own accord.

Besides the award made in presence of the three arbitrators, a report has been added to that award without the knowledge of arbitrator G. Hébert, representing the workingmen.

I believe it would have been better to pay a stenographer so that the evidence could be transmitted in full to the proper persons, among other things to explain Shields' refusal to produce the minutes of the workmen's association, it would have been found that the Board of Arbitration had no jurisdiction to make such a request. Moreover, there is no mention of the part of the evidence given by Mr. J. A. Langlois, manager of the Gauthier factory, member for Quebec, in which he mentioned that the men had to form an organization in order to protect themselves against the tyranny of certain employers; but at that time he was a workingman, and now that he is an employer he thinks the employers have no satisfaction and do not enjoy the same rights. On the other hand, the report does not mention the fact that most of the witnesses, employers in particular, stated that the workmen's business agents, G. Marois and G. Hébert, always had done all in their power to settle disputes amicably, and yet the report made without the knowledge of arbitrator Hébert seems to make him a reproach about that. They forget to say that Mr. F. Marois, one of the arbitrators, has almost always been the employers' arbitrator in such cases, and yet nobody thought of reproaching him with it. For conscience must be considered before wages. For if the arbitrators chosen always knew about the matters in dispute, awards might be different.

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I must say, moreover, that Mr. J. A. Langlois stated in his evidence that our labour organizations were the best and that they were governed by regulations made and approved by His Grace L. N. Bégin, Archbishop of Quebec.

I feel I must also add that our factories are in a flourishing condition as to the quantity of work and have plenty of orders. As to the workmen, they are faithful in their work.

The reasons given in my present report are those which caused me to differ from the other arbitrators.

All of which is respectfully submitted,

GAUDIOSE HÉBERT,

Dissenting Arbitrator.

QUEBEC, June 17, 1913.

V.—APPLICATION FROM CERTAIN EMPLOYEES OF THE ACADIA COAL COMPANY, LIMITED, STELLARTON, N.S., SOME OF THEM BEING MEMBERS OF LOCAL UNIONS NO. 351 AND NO. 1726, UNITED MINE WORKERS OF AMERICA.—BOARD ESTABLISHED.—UNANIMOUS REPORT BY BOARD.—SETTLEMENT EFFECTED.

Application received—May 26, 1913.

Parties concerned—The Acadia Coal Company, Limited, Stellarton, N.S., and employees, some of them being members of Local Unions No. 351 and No. 1726, United Mine Workers of America.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages, rents, dismissals, and union recognition.

Number of employees affected—Directly, 1,125; indirectly, 260.

Date of constitution of Board—June 20, 1913.

Membership of Board—Honourable John N. Armstrong, North Sydney, N.S., chairman, appointed on the joint recommendation of the other members of the Board; Mr. W. H. Chase, Wolfville, N.S., appointed on the recommendation of the employing company; and Mr. J. C. Watters, Ottawa, Ont., appointed on the recommendation of the employees concerned.

Report received—July 14, 1913.

Result of inquiry—A unanimous report was presented by the Board, in which it was stated that an amicable settlement of all matters in dispute had been effected.

The Minister received, on July 14, the report of the Board of Conciliation and Investigation to which had been referred for adjustment certain matters in dispute between the Acadia Coal Company, Limited, Stellarton, N.S., and employees, some of them being members of Local Unions No. 351 and No. 1726, United Mine Workers of America. The number of employees affected by this dispute was given as 1,125 directly and 260 indirectly. The matters at issue related to the employees' demand for increased wages, reduction in the rent of the company's houses, recognition of the U.M.W.A., and the reinstatement of certain employees who were alleged to have been dismissed for their connection with the above mentioned union.

In its report the Board stated that during the course of the investigation the men, while maintaining that the cost of living called for an increase in wages, waived their demand for an increase, the company having satisfied them of its inability to meet their wishes in this respect. The employees also eliminated the question of the recognition of the U.M.W.A. The general manager of the company, on the other hand, agreed that the three men who had been dismissed should be reinstated upon their application, and that he would recommend to his Board that a reduction should be made in the rent of the higher class of houses. The Board stated that the conciliatory attitude of both parties had materially assisted in the investigation and settlement of the existing differences.

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REPORT OF BOARD.

Following is the text of the Board's report:—

In the matter of the Industrial Disputes Investigation Act, 1907, and of a dispute between the Acadia Coal Company, Limited, and certain of its Employees.

We, the undersigned, having been duly appointed members of the Board of Conciliation and Investigation in this matter, convened the public sittings of the Board in accordance with section 44 of the Act, on July 8 and 9, at Stellarton, Nova Scotia, within which the subject matter of the proceeding before it arose. Subsequently the Board held sittings at the neighbouring town of New Glasgow, at which place the Board's report is given.

The Board, as required by law, endeavoured to bring about the settlement of the dispute from the outset, and to this end made such suggestions throughout as were deemed proper and right for inducing the parties to come to an amicable settlement of the dispute. The respective parties with the intent in view of conciliation rather than prolonged investigation mutually enabled the Board to expeditiously and carefully inquire into the dispute and all matters affecting the merits thereof, and the settlement thereof, as the Board during the proceedings ascertained the facts and circumstances leading up to and attending the dispute.

The result is that the Board is able to report as follows, dealing with each item of the dispute in the reference to the Board.

Firstly, with regard to the demand for an increase of wages: Data was furnished the Board by the employees dealing with the actual cost of living in Stellarton and vicinity.

The company furnished a full statement covering its operating expenses, together with the selling price of coal. In view of the company having shown its inability to meet the demand of the men with regard to increase of wages and because of the handicap that would thereby be placed upon the company in competition with other coal companies in Nova Scotia, the employees consented to withdraw such demand, while at the same time realizing to the Board that the cost of living called for an increase. The company agreed that where employees were taken from the face such employees would be dealt with on a fair and just basis of remuneration.

Secondly, the recognition of the United Mine Workers of America: the employees eliminated the recognition of the United Mine Workers of America by the company, even indirectly, from consideration. The Board in consequence was relieved from any consideration of this question or from making any finding on this item in the reference.

Thirdly, with regard to men having been discharged because of their connection with the United Mine Workers of America; the Board reports that the manager said it was not by reason of their connection with the United Mine Workers of America that the men had been dismissed. The general manager on the recommendation of the Board consented that work would now be given the three men who had been dismissed, upon their application.

Fourthly, with regard to the reduction on the present rate charged for house rent on certain houses: The Board reports that as Mr. Watters was anxious that a concession be made to the men in regard to rents, the general manager stated he would take up the matter jointly with his Board and recommend a reduction in the rate charged on the higher class of houses, which, during the inquiry, the Board found is the class of houses particularly affected.

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The Board finds that there are four mines of the company in operation at considerable distances from each other, namely, the Albion Mines, the Acadia Mines, the Vale Mine, and the Allan Shaft, all having their own peculiar conditions, and in effect forming four different communities. As to how meetings could be arranged between the company and representatives of the employees to adjust any differences that may arise, various suggestions were made to the Board. The general manager stated that the management will meet all committees of the men employed in the section or sections of the mine in which the alleged grievance may occur, and where the alleged grievance has reference to the whole mine or mines, the management will meet a general committee appointed by all the employees of the company. The Board regards the appointment of such a general committee as desirable. It appears to the Board, however, that the greatest freedom must be allowed in working out the matter of how the general committee shall be appointed by the employees.

All the members of the Board were present at each of the sittings and conferences of the Board.

Given under our hands at New Glasgow, Nova Scotia, this eleventh day of July, 1913.

(Sgd.) JOHN N. ARMSTRONG,
Chairman.

(Sgd.) J. C. WATERS,
For the Employees.

(Sgd.) W. H. CHASE,
For the Company.

TO HON. T. W. CROTHERS, K.C., M.P.,
Minister of Labour, Ottawa.

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VI.—APPLICATION FROM DREDGE AND TUG BOAT WORKERS, MEMBERS OF TUG CAPTAINS' LOCAL NO. 830, TUG FIREMEN'S LOCAL NO. 802, AND DREDGE WORKERS' PROTECTIVE ASSOCIATION LOCAL NO. 470, EMPLOYED BY THE MARITIME DREDGING AND CONSTRUCTION COMPANY, LIMITED, ST. JOHN, N.B.—BOARD ESTABLISHED.—UNANIMOUS REPORT BY BOARD.—NO CESSATION OF WORK.

Application received—June 16, 1913.

Parties concerned—The Maritime Dredging and Construction Company, Limited, St. John, N.B., and dredge and tug boat workers in its employ, being members of Tug Captains' Local No. 830, Tug Firemen's Local No. 802, and Dredge Workers' Protective Association Local No. 470.

Applicants—Employees.

Nature of industry concerned—Dredging.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—Directly, 150; indirectly, 205.

Date of constitution of Board—June 24, 1913.

Membership of Board—Mr. Chas. H. Thomas, Fredericton, N.B., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. John E. Moore, St. John, N.B., appointed on the recommendation of the employing company; and Mr. J. E. Tighe, also of St. John, N.B., appointed on the recommendation of the employees concerned.

Report received—October 27, 1913.

Result of inquiry—A unanimous report was presented by the Board. The award was declared acceptable to the company, but was not accepted by the employees concerned. No cessation of work occurred.

The Minister received, on October 27, the report of the Board of Conciliation and Investigation established to inquire into differences between the Maritime Dredging Company, St. John, N.B., and its employees, including tug captains, tug firemen, and dredge workers, members of Tug Captains' Local No. 830, Tug Firemen's Local No. 802, and Dredge Workers' Protective Association Local No. 470. The number affected by the dispute was given in the application as 150 directly and 205 indirectly. The matters at issue related to wages, conditions of employment, and the refusal of the company to sign an agreement submitted by the unions.

The report stated that the wages paid by the Maritime Dredging Company and the conditions prevailing at that company's works compared very favourably with the wages and conditions existing at the port of St. John, and compared favourably also with the wages specified in the Government Fair Wages Schedule of the contract being executed at Courtenay Bay. Regarding the question of the recognition of the union, the Board did not make any recommendation, expressing the opinion that that matter should be settled by mutual consent of the parties concerned.

The Department received a communication from the company expressing satisfaction with the award. A communication was also received from the employees to the effect that the findings were not acceptable, and that the dispute would not be adjusted on the lines recommended by the Board. No cessation of work, however, occurred.

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REPORT OF BOARD.

The text of the unanimous report of the Board of Conciliation and Investigation in this matter is as follows:—

F. A. ACLAND, Esq., Deputy Minister of Labour, Ottawa, Ont.

In the matter of the Industrial Disputes Investigation Act, 1907, and certain matters in dispute between the Maritime Dredging Company and their employees on tug boats and dredges.

DEAR SIR,—The members of the Board of Conciliation appointed under this Act in this matter have gone fully into the dispute, and make the following report:—

The Board met at St. John on July 4, October 8, 15 and 16. The conditions in connection with the difference existing between the parties was fully gone into.

The matter of wages was first taken up, and after comparing the schedule of wages of the Maritime Dredging Company with other companies in this vicinity and the conditions prevailing, and taking evidence in the various matters in connection with the hours constituting a day's work, wages, as they apply to regular time, overtime, Sundays and holidays, we find they compare favourably with the wages and other conditions existing at the port of St. John.

After considerable discussion, the Board decided, as the contract was a Government one, the wages and other conditions existing should be based on the Government Fair Wage Scale. There being no fair wage scale attached to the Maritime Dredging Company's contract, we had to look elsewhere, the only one available being that of the Norton Griffith Company, now working at Courtenay Bay. On comparing the wages and other conditions, we find the Maritime Dredging Company's compares very favourably with the fair wage scale.

We would recommend that a fair wage scale be attached to all contracts, as it would be of great assistance in settling all Government contract disputes.

We herewith attach wage schedule of Maritime Dredging Company, also Government fair wage.

In the matter of the recognition of the union, which the company refuses to consider, we are of the opinion that this Board cannot make any recommendation, as they do not consider it a matter for their consideration, and it can only be settled by mutual consent of the parties concerned.

Considerable time has elapsed since the Board first met in this matter on July 4, 1913, until its final meeting, owing to it being a very busy season with those engaged on this Board, and it was impossible to get the members together, but after the Board got fairly to work the business was transacted in a very satisfactory manner, and are pleased to forward a unanimous report.

(Sgd.) C. H. THOMAS,
Chairman.

(Sgd.) JOHN E. MOORE,
For Employers.

(Sgd.) JAMES E. TIGHE,
For Employees.

ST. JOHN, N.B., October 16, 1913.

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STATEMENT WAGES PAID TO DREDGE CREWS.

RUNNERS.	CRANEMEN.	FIREMEN.	OILERS.	WATCHMEN	DECKHANDS.	NAME.
1st, 200.00.....	106.50 (1)	50.00	50.00	50.00	45.00	Cynthia.
2nd, 160.00.....	95.50 (2)					
3rd, 160.00.....						
1st, 175.00.....	104.00 (1)	50.00	50.00	50.00	45.00	Iroquois.
2nd, 125.00.....	75.00 (2)					
1st, 140.00.....	80.00 (1)	50.00	50.00	50.00	45.00	Beacon Bar.
2nd, 118.00.....	60.00 (2)					

STATEMENT WAGES PAID TO TUG CREWS.

1st. CAPTAINS.	2nd. CAPTAINS.	1st. ENGINEER.	2nd. ENGINEER.	FIREMEN.	DECKHANDS.	MATE.	NAME.
\$125.00	\$90.00	\$75.00	\$65.00	\$45.00	2 at \$35.00 1 at 40.00	\$42.00	Lord Kitchener
90.00	90.00	75.00	65.00	40.00	35.00	40.00	Lord Beresford
70.00	65.00	70.00	50.00	40.00	35.00	.....	Lord Roberts
70.00	50.00	65.00	50.00	40.00	35.00	40.00	Lord Wolseley.

ALL WAGES BASED ON TWELVE HOUR DAY—STRAIGHT TIME FOR OVERTIME—DOUBLE TIME FOR SUNDAYS AND HOLIDAYS.

TRADE OR CLASS OF LABOUR.	RATE OF WAGES.			
Tug Captain.....	\$80.00 per month and board.			
Tug Engineer.....	75.00	"	"	"
Tug Fireman.....	40.00	"	"	"
Deckhands.....	45.00	"	"	"
Steward.....	45.00	"	"	"
Cook (Male).....	40.00	"	"	"

GOVERNMENT FAIR WAGES SCHEDULE.

Dredge Runner.....	\$125.00 per month with board. 10 hours per day			
Dredge Engineer....	125.00	"	"	10
Dredge Fireman....	45.00	"	"	10
Steward.....	35.00	"	"	10
Deckhands.....	35.00	"	"	10
Cook.....	35.00	"	"	10
Cranesman.....	85.00	"	"	10
Tug Captain.....	70.00	"	"	10
Tug Engineer.....	60.00	"	"	10
Tug Fireman.....	45.00	"	"	10

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ANALYSIS OF WAGES—(CYNTHIA.)

NAME.	Monthly rate of wages.	Amount paid in 12 months.	Average amount paid per month.
1st Runner.....	\$ 200.00	\$ 2,662.85	\$ 221.90
2nd Runner.....	160.00	2,062.00	171.00
3rd Runner.....	160.00	2,038.00	169.80
1st Cranesman.....	106.50	1,438.30	119.80
2nd Cranesman.....	95.50	1,244.05	103.70
1st Fireman.....	50.00	683.07	56.90
2nd Fireman.....	50.00	674.31	56.00
1st Oiler.....	50.00	690.75	57.55
2nd Oiler.....	50.00	676.96	56.40
Watchmen.....	50.00	.....	50.00
Deckhands.....	45.00	736.27	61.35
Scowmen.....	45.00	703.02	58.60
"	45.00	648.90	54.00
"	45.00	643.40	53.60
"	45.00	642.55	53.55
"	45.00	627.05	52.20
"	45.00	633.35	52.70
"	45.00	607.20	50.60

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VII.—APPLICATION FROM EMPLOYEES OF BRITISH COLUMBIA ELECTRIC RAILWAY COMPANY, BEING MEMBERS OF LOCAL DIVISIONS NO. 101 VANCOUVER. NO. 109 VICTORIA, AND NO. 134 NEW WESTMINSTER. AMALGAMATED ASSOCIATION OF STREET AND ELECTRIC RAILWAY EMPLOYEES OF AMERICA. BOARD ESTABLISHED.—INVESTIGATION RESULTED IN CONCLUSION OF AGREEMENT BY PARTIES CONCERNED.

Application received—June 25, 1913.

Parties concerned—The British Columbia Electric Railway Company and employees, members of Local Divisions No. 101 Vancouver, No. 109 Victoria, and No. 134 New Westminster, Amalgamated Association of Street and Electric Railway Employees of America.

Applicants—Employees.

Nature of industry concerned—Street railway.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—Directly, 2,000; indirectly, about 300.

Date of constitution of Board—July 4, 1913.

Membership of Board—Honourable Mr. Justice Denis Murphy, Vancouver, B.C., chairman, appointed on the joint recommendation of the other members of the Board; Mr. H. O. Alexander, Vancouver, B.C., appointed on the recommendation of the employing company; and Mr. M. B. Cotsworth, New Westminster, B.C., appointed on the recommendation of the employees concerned.

Reports received—August 21, 1913; September 3, 1913.

Result of inquiry—The members of the Board were unanimous in their findings regarding rules, but differed on the question of wages, separate wage schedules being submitted with the majority and minority reports. The minority report was signed by Mr. Cotsworth. As the result of the investigation an agreement was entered into by both parties to the dispute.

The Minister received, on August 21, the majority report of the Board of Conciliation and Investigation to which had been referred for adjustment certain matters in dispute between the British Columbia Electric Railway Company and its employees, members of the Amalgamated Association of Street and Electric Railway Employees of America, Locals No. 101 Vancouver, No. 109 Victoria, and No. 134 New Westminster. The majority report was signed by the chairman and Mr. H. O. Alexander, the company's nominee. On August 28 the Department received the wage scale forming part of the minority report of Mr. M. B. Cotsworth, the employees' nominee, the remainder of the minority report being received later. The dispute grew out of the alleged refusal of the company to sign a new agreement of wages and working conditions submitted by the employees, and was said to involve 2,000 employees directly and 300 indirectly.

The Board's report was accompanied by a proposed wage scale signed by the foregoing, and a statement of rules and working conditions which were agreed upon by the Board as a whole. In submitting these rules, the Board stated that it had endeavoured to secure to the men permanence of occupation and retention of seniority, whilst at the same time guarding the company against any infringement of the principle of control by giving it the absolute

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right of dismissal in cases of inefficiency, the employees, however, to have the right of appeal in such cases to the general manager of the company, whose decision should be final.

The Board recommended that the proposed working conditions and wage scale should remain in force for a period of two years from the date of acceptance, either party desiring a change to notify the other party in writing at least thirty days before the expiry of the same.

In a minority report Mr. Cotsworth gave his reasons for recommending a higher wage scale than that recommended by the majority of the Board, and furnished considerable data in support of his contention that the increased cost of living necessitated a general increase in the wages of the employees of the British Columbia Electric Railway Company. In view of the many satisfactory adjustments of wage questions prior to June 30, 1910, by negotiation, Mr. Cotsworth was of the opinion that both parties should be encouraged to endeavour to settle disputes by that means. Mr. Cotsworth further recommended that the proposed working conditions and wage schedule should remain in force for one year.

The Department was subsequently informed that as a result of the investigation an agreement had been entered into by the parties concerned.

REPORT OF BOARD.

Following is the text of the Board's report:—

To the Honourable the Minister of Labour, Ottawa.

British Columbia Electric Railway Company, Limited, vs. its Employees.

SIR,—The undersigned, being a majority of the Board selected under the provisions of the Industrial Disputes Investigation Act, 1907, and amending Acts, to investigate and report upon the differences existing between the above named parties, beg leave to submit as follows:—

The questions that were presented involved the usual dispute as to wages, and in addition a controversy with regard to working conditions. The employees submitted an agreement covering forty-five pages of typewritten matter, whilst the company offered an alternative proposition of very considerable length. The result was that a vast amount of detail had to be examined into, there having been thirty-two public sessions of the Board.

A preliminary question arose owing to the desire of the employees to embrace in the proposed agreement large numbers of men in occupations not covered by the existing arrangement. These were, in particular, auto drivers, steam electric shovel men, foremen, station agents, operators, teamsters and others. In support of their position they cited a provision of the existing agreement whereby the company requested all its employees to join the Amalgamated Association of Street and Electric Railway Employees of America, that being the official designation of the union whose principal membership is made up of motormen and conductors, and in general employees connected with the actual maintenance and operation of tramways. The company positively refused to allow any such extensions to be embodied in the agreement, stating with regard to the request that it had been made when the company's operations were very much less extensive and when personal relationship existed between the management and the employees, whereas at the present time, the employees numbering over 2,000 men, such personal relationship has perforce in the main disappeared. The company

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expressed its willingness to deal with other unions if such existed, whose specific membership included some of the classes sought by the men to be included in the proposed arrangement. It pointed out that no precedent for an agreement embracing all these other bodies of men could be produced by the association. It objected further with regard to certain classes that they were in effect officers of the company, and that in consequence its interests would be prejudicially affected by their belonging to a union; and with regard to the others, as already stated, they expressed a willingness to deal with unions organized specifically to protect such trades. This being a question of policy, the undersigned do not feel called upon, under the provisions of the Act, to express any opinion, but merely to state the contentions of each side.

It should be added that a large number of men included in these classes have joined the association in question and are now members thereof.

As to those elements of dispute which were agitated before the Board, the first considered were the working conditions. The undersigned are pleased to report that with regard to these an unanimous decision has been arrived at, though not without considerable difficulty. The document embodying same is enclosed herewith. For your information, Sir, and for that of the parties to this dispute, as well as for the information of the general public, it is deemed advisable by the undersigned to state on what principles they acted in fixing both the working conditions and the wages schedule.

In dealing with the former, the objects aimed at were to give the company absolute control of all features that seemed vital to the operation and maintenance of their railway system. The undersigned consider that the people who furnish the capital to carry on an enterprise such as this must have a free hand in that which vitally concerns its maintenance and operation. Per contra as far as could consistently with the acceptance of this principle be done where the safety and comfort of the men were involved, the undersigned have endeavoured, in fixing the working conditions, to make these features paramount and binding on the company.

A further principle in favour of the men was to secure to them permanence of occupation and retention of seniority. It was thought that men entering a service such as this should have the right to look forward to security in their positions so long as they were efficient and so long as the operations of the company required the existence of such positions, and further that the men should, subject to said qualifications, be assured of such seniority as they had acquired by length of service. This view was strongly combatted by the company on the ground that it was an infringement of the principle of control on their part. The undersigned have endeavoured to provide against any difficulties arising on this score by giving to the company an absolute right of dismissal where inefficiency is proven. On the other hand, to guard against improper dismissals by subordinates, every employee has been given a right of appeal in case of dismissal for inefficiency, to the general manager of the company, whose decision is made final. The consequence of the adoption of this principle is that, if through slack times the permanent force of the company is reduced, the members thereof will have the right of securing again the occupation or the situations which they had before such reduction, the last man on being the first man off, and the last man put off being the first man put on. The seniority of the men, which is a principle admitted by the company and highly valued by the employees, is thus preserved. The adoption of this view the undersigned consider has an important bearing on the question of wages, for a man is obviously better off who has assurance of permanent employment and of situation for the whole period of his working life, even at a lower but constant

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rate of pay than his mate, who alternates periods of higher pay with others of non-employment, and who can never count absolutely on definite continuous future employment. The employees under the working conditions as approved can, if they so desire, make definite commitments to purchase homes and lay plans extending over years without fear of dismissal from their posts.

It would be useless to burden this report with the details of how these principles were applied, but the fact that an unanimous decision has been arrived at gives some confidence to the undersigned that such application has in the main been justly made.

With regard to the schedule of wages, the undersigned have, with regret, to state that an unanimous decision could not be reached. For the reasons already given the principles acted upon by them in fixing the schedule will be herein outlined. A majority of the Board conceive that wages under the present constitution of society are governed in the last analysis by the law of supply and demand. They further believe that in adjusting same that law must be modified to the extent of paying every man a living wage, particularly in the case of corporations such as the British Columbia Electric Railway Company, Limited, which operate by virtue of franchises received from the people.

By a living wage the undersigned do not understand an amount merely sufficient to enable employees to keep body and soul together. In any business such as that of maintenance and operation of street railways, it is believed that the wages should be such as to justify a young man to make a life career of it, that is, that the wage schedule should be such as to enable him, by the exercise of that thrift and economy, which is compulsory on all persons not born with a silver spoon in their mouths, to within a reasonable time found a home and rear a family. This view involved the consideration of the present high cost of living, as to which more will be said hereafter.

Dealing first with the wages of motormen and conductors on city and suburban lines, it is almost a universal practice in the street railway business to fix the wage schedule by a step rate. Men enter the service at a comparatively low rate of pay and rise year by year to a maximum. The length of time required to attain this maximum varies greatly in Canada and the United States. In the case of the British Columbia Electric Railway Company, Limited, it was four years, which period it is proposed to continue in the schedule approved of by the undersigned. This is a shorter period than the average obtaining on roads in Canada and the United States. The undersigned have endeavoured, in fixing the schedule, to make it such that even under present conditions a young man entering the employ of the company at 21, should, by the time he is 26 or 27 years of age, be in a position to marry and to face the responsibilities thereby involved without fear of the future, and for this reason they have raised the minimum rate, which was 22 cents per hour, rising to 25 cents after the first three months, and to 27 cents at the end of the first six months, to 27 cents flat for the first year. They have not interfered with the rates for subsequent years, as they believe any increase could not be justified on the principles above outlined.

Comparison of the maximum rate of the British Columbia Electric Railway Company, Limited, with that of other electric railways in Canada and the United States shows that their maximum rate of 35 cents for city and suburban lines is the highest paid anywhere except in six cases. Three of these are municipal lines, Regina, Saskatoon and Calgary, where the municipal treasury can be called upon to make up any deficit, and where obviously considerations other than purely economic ones would operate in fixing the rate schedule.

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Two of the other exceptions are Butte, Montana and Missoula, Montana. These systems operate but few miles of railway in mining towns and under conditions that would not make any comparison, in the opinion of the undersigned, fair as between them and the British Columbia Electric Railway Company, Limited.

The last exception is that of Oakland, California. This road does operate on a basis which would make comparison just as between it and the British Columbia Electric Railway Company, Limited, but it is pointed out that the higher maximum paid by it was obtained at a time when the road was in a very precarious condition financially, so much so that a labour struggle would in all probability have landed it in bankruptcy, and that since that time it has passed into the hands of a committee of shareholders, who hold it somewhat in the manner of a receivership for the protection of those owning its common stock. It pays no dividends, and obviously is still in a position where labour troubles of any magnitude would almost inevitably force it into insolvency.

It was strenuously argued on behalf of the men that, inasmuch as the cost of living had undoubtedly increased since 1910, when this maximum of 35 cents was fixed by agreement between them and the British Columbia Electric Railway Company, Limited, that therefore it must be raised. Much evidence was given before the Board on the question of this increased cost. The third member, Mr. Cotsworth, an actuary of repute, calculated that it amounted to sixteen per cent. on an average in the three coast cities. The undersigned, whilst not convinced that this percentage is absolutely correct, because of the premises used in deducing same, freely admit that a very considerable increase in the cost of living has taken place within the last three years in Vancouver, Victoria and New Westminster, and that possibly the percentage named is not excessive. A somewhat, though possibly not an identical increase, has, however, taken place throughout Canada, the figures furnished by Mr. Cotsworth showing an average increase for the whole Dominion of 11.4 per cent.

It is true that, as a result of not raising the maximum, the total increase in the cost of living, whatever it amounts to, falls entirely on the shoulders of such men as were in the 35 cent class three years ago. Whilst this is an unfortunate, it is without doubt not an exceptional condition. All people working on salaries who have not had their wages increased in the last three years; (and they include, the undersigned believe, the great majority of salaried people on the coast, no matter what their walk in life) have to face the same problem. On the other hand, it is to be remembered that it is only those who were in the 35 cent class three years ago that can justly make this complaint. All others, owing to the step rate, have had their wages increased each year under the wage schedule to an extent which, in the opinion of the undersigned, equals at any rate the increased percentage in the cost of living.

As to whether 35 cent per hour men of three years ago are getting a fair living wage under the proposed schedule which grants them no increase, the majority believe the chief guides to be followed are two comparisons: 1st, a comparison between earnings at that rate and earnings at the coast in occupations that may reasonably be considered as being similar careers in life, and, 2nd a comparison between the British Columbia Electric Railway rate and that paid by other corporations operating street railway service.

Comparing the average yearly amount that can be earned at this maximum by motormen and conductors working reasonable hours each week, with what can be earned by, say carpenters employed in the building trade in Vancouver, the evidence adduced before the Board convinces the undersigned that the first named amount would be very considerably greater than the second. It is true

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that carpenters get a higher rate of pay whilst actually at work, but their average yearly earnings are kept down partly through lack of continuous employment and mainly because climatic conditions stop almost entirely building operations during several months in the year. The majority have not overlooked the argument of the men that when carpenters are not working they are not co-operating with their employers in the production of wealth, and that their share of such wealth is fixed by the rate per hour paid them which is higher than 35 cents, but in the opinion of the undersigned, under present economical conditions, in the fixing of the hourly wage for carpenters the fact that long periods of enforced idleness is an unavoidable incident of the trade, is allowed for. Likewise, it appears certain that a large number of employees in the civil service of British Columbia receive per annum a less wage than can be so earned by motor-men and conductors; and that this is also true of a comparison between their earnings and those of a large number of store and office male employees at the coast.

It is true that the City of Vancouver pays ordinary labourers 37½ cents per hour for municipal work, but the great body of such labourers are not given continuous work the year around, and, further, it will hardly be denied that factors other than economic and business laws influenced the fixing of such rate. Nor, the undersigned think, will it be controverted that a city with its power of raising funds by taxation at will within certain limits is in a far different position from a company which has no such unfailing reservoir to draw upon, wherewith to balance accounts.

The company further points out that, as shown by their wage schedule sheets, men in receipt of this 35 cents per hour rate seem able to take time off to a very considerable extent. The arrangement of working the British Columbia Electric Railway is such as to make it to a large extent optional with a man whether he works or not, inasmuch as an extra force of 20 per cent. of the total pay roll is maintained by the company; and anyone desiring to take time off has merely to arrange with some extra man to take his run.

The British Columbia Electric Railway Company, Limited, being the only tramway system worthy of the name in British Columbia, it is necessary to go afield to institute the second proposed comparison. In so doing, of course, the cost of living in the cities compared, as contrasted with the cost of living in Vancouver, Victoria and New Westminster, must be taken into account.

The maximum paid on the systems closest to that of the British Columbia Electric Railway Company, Limited, is very considerably below theirs; notably, in Everett, Seattle, Portland and Spokane. The Board has no reliable data as to the present cost of living in these cities. In Canada the nearest system that can be compared with the British Columbia Electric Railway Company, Limited, is that of Winnipeg. The maximum there is 34 cents per hour, which is the highest in Canada except that of the British Columbia Electric, so far as the evidence showed. It is argued that the cost of living in Winnipeg has not increased proportionately, and is not now as high as it is in the cities of Vancouver, Victoria and New Westminster. This contention is mainly based on the calculations of Mr. Cotsworth, which are founded on the retail prices transmitted to the Department of Labour monthly, by representatives in the various cities in Canada. To a certain extent, however, these figures involve the personal equation; inasmuch as the prices given are not those of identical standard articles, but are those of classes of articles, and obviously the judgment of different individuals will vary as to whether articles of a certain price should be included in a certain class or not. An analysis of the Winnipeg and coast city figures fails to convince the undersigned that such excess in the cost of living really

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exists; or if it does, certainly not to such an extent as to absorb entirely the additional earnings of coast employees because of the extra cent per hour paid them.

If ability to pay is to be taken into consideration, it need only be pointed out that the British Columbia Electric Railway Company, Limited, is paying 4½ per cent. on its common stock, which is surely not an exorbitant return on the investment.

For these reasons the undersigned feel compelled to refuse to increase the maximum.

With the alteration made by them in the minimum rate, they believe that the average wage paid to motormen and conductors on city and suburban lines will be higher than the average rate on most, if not all other electric tramway systems, with the six exceptions already enumerated. It will certainly be very considerably higher than the average schedule of Everett, Seattle, Portland and Winnipeg; and, consequently, the undersigned find themselves unable to alter the gradation, except as above stated.

With regard to interurban conductors and motormen, it is to be noted that three or four such systems in the United States do pay a flat rate, which, when compared with the average rate paid by the British Columbia Electric Railway Company, Limited, is higher. These systems, however, operate under conditions with which the undersigned are not entirely conversant. A comparison of the average wage under the British Columbia Electric Railway Company, Limited, schedule with the average paid on the interurban systems generally in Canada and the United States shows that the former is considerably higher. Under the old wage schedule, interurban service was valued at 1½ cents an hour higher than city and suburban service. The undersigned can see no just reason for interfering with this percentage. They have consequently raised up the minimum wage, which was again too low in their opinion, to that basis, and propose to allow the balance of the schedule to stand as it was.

As to the car barn and shop department, a comparison between what is paid by the British Columbia Electric Railway Company, Limited, and the Canadian Pacific Railway Company, which operates somewhat similar shops and barns in Vancouver, shows that the former rate is materially higher than the latter; and in this connection it is to be remembered that the Canadian Pacific Railway Company is on a 7 per cent. common stock dividend basis, excluding dividends obtained from its land department.

It was further shown by the evidence in the opinion of the majority that the British Columbia Electric shop schedule compares favourably with the wages for like work in shops operated in Vancouver by private individuals and companies.

In some instances the undersigned have raised the present schedule of the British Columbia Electric Railway Company, Limited, because it seemed to them that such schedule was not a living wage. These remarks also apply to the maintenance-of-way men.

On the Chilliwack line, the wages had been fixed by a Board of Arbitration which sat in December, 1911, and the undersigned can see no valid reason for interfering with the award then made, if the principles herein outlined are to be acted upon. It was contended on behalf of the men that this was a railway line, and that the schedule of wages should be the same as that which obtains on steam railways; but the majority of the Board are convinced that under present conditions, at any rate, this line is much more akin to interurban traffic than to steam railway traffic. The difference in degree was recognized in the arbitration aforesaid by the granting of a somewhat higher wage scale; and this, as stated, the majority proposed to continue intact.

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It may be noted, in conclusion, that the evidence shows that the British Columbia Electric Railway Company, Limited, are inundated with applications to enter their service, even under the old wage schedule; and, therefore, the operation of the law of supply and demand appears to be entirely in their favour. It is further to be noted that men can be, and actually are, trained to perform the service required in the operation of a street railway in a comparatively short length of time. In fact, a man is put in charge of a car within a fortnight of his entering the company's employ. He is, of course, not made a thoroughly proficient motorman or conductor in so short a time, but he does become able to perform the work, if necessity demands.

The undersigned have recommended that the present wage scale remain in existence for a period of two years. Present indications at the coast point to a reduction in rents at any rate, which, if it continues, ought to result in a general reduction in the cost of living. On the other hand it is possible that this may be only a transitory condition of things, and that the cost of living may resume its upward trend in a short time. If it does, and if it continues its upward course for the period of the next two years, then, in the opinion of the undersigned, it will be necessary to again consider this wage schedule, to ascertain whether there should not be an increase in order to make it a fair living wage scale.

The majority also consider that a mutual arrangement should be made between the company and the men whereby a limit to the number of hours out of the twenty-four any man may work would be set.

Under the present conditions, men are tempted to place an undue strain upon themselves, thereby endangering their own health and likewise the safety of the public.

The proposed wage scale is enclosed herewith.

(Sgd.) DENIS MURPHY,
Chairman.

(Sgd.) HY. O. ALEXANDER,
Company's Representative on Board.

VANCOUVER, Aug. 13, 1913.

MINORITY REPORT.

The text of the minority report of the Board of Conciliation and Investigation in this matter is as follows:—

Appointed June 27, 1913, by the Minister of Labour under the "Industrial Disputes Act, 1907," to endeavour to conciliate the British Columbia Electric Railway Company and its employees concerning differences in dispute *re* the men's application for increased wages and conditions of employment.

1. After the patient effort exerted during the last five weeks to attain an amicable settlement, it is disappointing to find that it is my duty to write this minority report, caused by the lack of more adequate consideration by my two colleagues of the need for increasing wages to meet the greatly increased cost of living the employees have had to bear since their wages scales were fixed by the three years' agreement dated July 1, 1910.

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Necessity for Minority Report.

That is the more regrettable after we had mutually agreed upon the entire 137 clauses comprised in the "Working Conditions," and practically agreed in principle upon three out of five clauses to govern wages, also three out of the nine wage scales embodied in the wages schedule as fixed by the majority in less than half the time. I was conscientiously impelled to utilize in considering the evidence and documents submitted before the minority schedule could be reasonably drafted, although I had the advantage of nearly thirty years' experience of such work.

2. The inadequate consideration disclosed in that "Majority of One's Wages Schedule" is evidenced by the omission of any provision for either sundry employees provided for in the old agreement or the numerous men since employed in new departments; and also by the last scale the majority report submits suggesting rates for metermen as:—

	1st year.	2nd year.	3rd year.
Majority schedule	30 cents.	32 cents.	34c. per hr
Whereas the Company now pay	30 cents.	35 cents.	40c. per hr.
Whilst I submit as fair to meet increased and increasing cost of living	32 cents.	37 cents.	42c. per hr.

The reasons why that majority would reduce future entering 3rd year metermen 6 cents per hour less than the company were willing to give, and would reduce wages payable to future entrants to some other grades of work, may possibly be discoverable in the copies of the report of reasons the majority have posted to the Minister of Labour at Ottawa for return to the company and association here two weeks hence,—although the Minister of Labour had wired authority for the chairman to deliver copies of the report direct to both parties to save much valuable time to all concerned, and enable the company and its employees to carefully consider both the majority and minority reports, before rushing to any premature decision, by ballot or otherwise, tending to precipitate action which might widen the breach between both parties.

Delay of Two Weeks by Majority Report's Circuit to Ottawa.

3. I am unable to find any satisfactory reason why the majority report should not have been reasonably discussed and prepared in the presence of all three members of the Board as was done for the majority's wages schedule, or still less why a copy thereof should not have been given to the minority, when specially asked for in order that the majority's point of view might be appreciated if right, or if wrong rectified by the issuance of the minority report before either side could take advantage of any discrepancy.

Some of the men naturally infer that the two weeks' delay thus caused by the circumlocution of the majority's report may serve the twofold purpose of delaying any strike until after the Vancouver Fair is held, and enabling the company to prepare more completely for any conflict, but both my colleagues, together with the company's chief officers and the committee of the employees,

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are unmistakably aware of the fact that I have consistently advocated a far better and more permanent remedy than strikes, with greater regard for public welfare, as later explained herein.

To help all concerned to understand the issues involved in this dispute, it seems advisable to record the purpose of this Board, some of the causes that led to present differences, and the magnitude of the interests involved, before dealing with the questions in dispute and submitting suggestions for their solution.

4. So far as I have been able to understand the purpose of our appointment as set forth in the Act, it is to avert a strike, if possible, by patiently hearing both sides, fairly considering the evidence and then by refraining from hurried conclusions and untoward delays, prove to both parties that we are doing all in our power to heal or bridge the breach between the company and its employees.

The frank admission of both sides proves that during the twelve years ended June 30, 1910, they unitedly won the worthy distinction of having more successfully than any similar organization on this continent, amicably and completely settled the readjustments of wages necessitated during the rapid and continuous development of both the capital and labour concerned. Those highly satisfactory relations were attained by mutual negotiations made between the company's general managers and the local committees of the employees' association, who together should be encouraged to meet each other half way, because they had till 1910 so advantageously developed efficiency and good-will which always resulted in mutual prosperity, through which the company adequately reaped increasingly assured dividends.

Settlement Easy by Local Representatives of Both Sides if Company Reasonable.

5. That was the most useful evidence given to the Board, and convinces me that lasting solutions of present and future difficulties can best be secured by maintaining those representative authorities reasonably free to settle these British Columbian problems; they understand more practically than either non-resident directors or the chief officials of the continental-wide union, located in Detroit, U.S.A., (both living thousands of miles away) or this Board of Conciliation can hope to do in the limited time available, provided always that when they fail to agree they shall refer the subject in dispute to an umpire or Board of Arbitration mutually selected, or, failing that, selected by the President of the British Columbia University from men experienced in industrial disputes and their economic effects upon public welfare.

6. The weakness of this Board is that it has no power to decide anything, whereas if the company would agree, as the men would do, to arbitrate the wage difference of 3 cents per hour, or even divide that difference for a year, a settlement could certainly be effected within five days.

The well-recognized ability and fairness of the general manager is manifest by the authority given him by the company, and the fact that during the months this dispute has been maturing, not a single detractive word has reached me from **any** of the hundreds of employees I have met, but, on the contrary, they have expressed confidence that so long as they could be assured that he had freedom to do right, they could rely upon getting justice from him, because his past decisions had been fair, whenever they were permitted to lay their cases before him personally.

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7. Similarly the Board of Conciliation were unanimously convinced of the ability and fairness of the local president of the Employees' Association and his henchmen, who rightly hold that the men's capital employed as personal energy is as essential to the success of the company as is the electrical energy, machinery, cars, etc., purchased by the shareholders' outlay. They differ mainly in that whereas the company's heaviest outlays on construction (such as the Coquitlam Dam and Chilliwack Lines) frequently need millions of dollars' worth of capital to lay unproductive through long periods, during which developments the dividends and bonus earned have to be more thinly spread over the whole capital raised; whilst on the contrary the men's capital in vital energy, and thus decreasing life, is spent for the company in advance of wages earned, during which time the company acquire their profit thereon.

Bonus System Abolished.

8. Until June 30, 1910, the company's bonus scheme to encourage permanent service was in operation. That disbursed an agreed share of the profits beyond a standard rate of about four and a half per cent. earned on the gross capital, to those employees who had served between July 1 of the preceding year and December 31 of the current bonus year.

The amount of that bonus varied, but approximated \$50.00 per year, or practically 2 cents per hour for the time worked by motormen and conductors who constituted the majority of the men and form the crux of the controversy.

Unfortunately there were some confusing anomalies connected with it, such as men receiving the same for bonus whether they worked the 18 months or 12 months only, whilst others lost it through being laid off when work was short. More contrasted the basis of average earned on gross capital with the better basis of the higher dividends paid on the deferred capital stock and on finding the bonus reduced became dissatisfied, during the early months of 1910, whilst the then ensuing three years' agreement was being considered, and they were unaware of the dormant capital cause depleting their bonus, as indicated in the middle of clause 7.

9. The rapid extension of the Fraser Valley, interurban and numerous city lines had then attracted to the service the greatest proportion of young men whose service was too short to enable them to participate in the bonus. They felt that it was held back too long, and were being tempted by real estate touts with the alluring profits they might expect from currently paying \$5.00 or more per month on townsite lots, if they could by abolishing the bonus system get the extra dollars to invest monthly.

Others, inclined to leave the service, urged their companions to ask for monthly increase of wages in lieu of bonus, but I am informed that the committee of the employees' association were not authorized to give the bonus up, as the older servants favoured its retention, though short-service men constituted the majority.

The negotiations resulted in the three years' agreement giving about three and a half cents per hour increase, after which the company withdrew the bonus so many had expected would be continued. The men at first, elated by the apparent three and a half cents increase, were jarred by more than half being thus taken back by withdrawal of the bonus equivalent to two cents per hour, and became aggrieved when they later realized that more than the balance of the increase was being drawn from them by the increasing cost of living.

10. The first and local result of that withdrawal of the bonus system, with its contingent pension scheme, was a rift in the cordial relations which had thus far existed between the company and its employees.

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Apparent Consequent Alteration of Company's Policy to Men.

That apparently caused the company to alter in part its management policy toward some departments subsequently placed under the control of certain managers ill-advisedly imported from the United States, whose arbitrary methods were so far resented by the men here who were accustomed to the better British supervision, that the company, by experience, found out their mistake and acknowledged their error by returning those officials to their native states.

11. I suggest for the consideration of the more level-headed leaders of the employees that possibly they may similarly gain more by acknowledging the error of the younger men in seeking to reject the bonus, instead of striving to remedy its defective basis, as indicated in clause 8. They may thereby open the way for a settlement that will be mutually satisfactory and permanent.

Reactionary Effect Upon U. S. A. Companies and Men.

12. Those young men did not know that the most powerful effect of that transfer of two cents per hour from their bonus cheques to their current wages cheques, which made such little difference to them directly, exerted indirectly an immensely greater reactionary leverage against them through antagonizing the managers of wealthy electric railway companies throughout the United States, who quickly realized that the increases between the B. C. Minimum of 20 cents raised to 22 cents, and the maximum of 31½ cents then raised to 35 cents, were almost sure to ultimately lead to their employees demanding similar increases, which would necessitate much more serious depletions from their dividends earned from more steadily expanding United States communities than the B. C. Electric Company can possibly experience from their rapidly increasing profits developing through the unrivalled increase of population yearly settling within profitable districts served by the company.

13. That greatest opposing force thus brought into tacit alliance with the company—as evidenced by Mr. Sinclair's able cross-examination of the Portland Electric Railway Company's manager, after giving evidence for the B. C. Electric Company—was never expected by the less experienced men who might have avoided arousing that great opposing combination and causing change in the company's policy, if they had astutely advocated a maximum of 33 cents, which, with the bonus rightly developed, would have yielded them more without antagonizing the opposition they now have to contend against, as the 33 cents, when listed before the United Association of Managers, would have looked moderate, and the two cents per hour bonus regarded as helping to meet increasing cost of living.

Short-Service Men Paid Too Little Upset Bonus Hastily.

14. The most far-reaching result of that ill-timed action on the part of the short-service men, which no one then seems to have foreseen, now appears in what appeals to me as the real cause of the threatened strike, because it raised the maximum rate from 31½ to 35 cents per hour, thus placing the B. C. Electric Company in advance of the great majority of American electric street car companies, whose managers began to realize that the successive rates of increase in motormen and conductors and other employees' wages developed southwards and eastwards from the Northwest.

15. But, unhappily for their employees (and worst of all for the employees of the B. C. Electric Company), the American street car managers collectively

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failed to perceive the misleading conditions most rampant in British Columbia, forming the mainspring by which those consequently inevitable increments of wages are primarily forced up by "speculation" in "land and lots" seductively termed "real estate," concerning which Mr. Horne-Payne, chairman of the company, when explaining that the debenture holders only received about four and a quarter per cent. interest, made the following significant remarks at the shareholders' annual meeting on December 10, 1912:—

16. "I think that none of the Vancouver gentlemen, whose property has doubled and trebled in value during the last few years, largely through the enterprise of your company, or of those who are lending their money on mortgage at from 6 to 8 per cent., will again say that our profits (of 8 per cent. dividend on capital stock) are too high. *The fact is that you are entitled to receive a higher return on your money than you have in the past, and I think that in due course, as conditions in British Columbia become more settled, you will receive it.*"

Real Cause of Dispute is Directors Striving for Higher Dividends, Whilst Employees are Being Burdened by the Increasing Cost of Living.

17. That apparently means that the London directors are bent upon drawing higher dividends, even though the increased cost of living, as herein proved later, is inflicting accumulating burdens upon the fine assemblage of men now doing the bulk of the work, and undertaking the personal risks involved in earning those highly satisfactory and higher promising dividends.

Under the rapidly changing conditions so variably affecting the relations of capital and labour in British Columbia, where they require more years of local "inside" experience to gauge than visiting directors can spend months in acquiring, it is scarcely practicable for them, however earnest, to become thoroughly acquainted with the economic conditions forcing their employees to press for a reasonable increase in wages, nor yet can they reliably gauge the vast continental-wide effect of Mr. Horne-Payne's well-meant declaration to shareholders as per clause 16. That acquired a doubled and not intended force by circulation throughout the offices of American electric railways where higher dividends were sought, whilst the living conditions of their employees were being hardened by the growing cost of living.

18. Here I would emphasize the further result in forcing the union men throughout the United States and Canada to unitedly organize to defend themselves against unfair pressure and obtain recompense in wages to meet the growing cost of family life.

Both those opposing forces are most strongly entrenched in the United States, where the increasing straining of relations indicates that this continental wide issue between electric car company and employees should be fought, and not be foisted upon the British Electric Railway Company and its employees, whose mutual relations were much more satisfactory, until recent removable causes led to this temporary strain, we should strive to relieve, to benefit both parties, conserve public convenience, and British property.

There appears to be a growing impression amongst the wiser leaders that our astute American cousins would rather get British Columbians to fight out for them the issues developed by American methods, as instanced in the bitter conflict now being waged through the coal strike on Vancouver Island, whilst American coal companies and miners across the boundary are gaining extra profits and extra wages thereby, at the expense of British Columbians.

Magnitude of the Dispute.

19. Without estimating the most serious magnitude of the American forces backing the company and the employees' union respectively, we may form a reliable conception of the interests directly at stake in British Columbia from these further excerpts from Mr. Horne-Payne's Dec. 10 speech:—

“Capital expended, \$34,976,990; interest and dividends, \$1,457,190; over \$14,000,000 of debentures, yield four and a quarter per cent.; *deferred stock 8 per cent.* The total number of employees on the company's payroll at June 30, 1912, was 5,660, and the estimated number of employees paid through contractors 2,500, making a total of 8,160 employees.

“Assuming an average number of persons dependent on each wage-earner as two, we have a total number of persons maintained by the British Columbia Electric Railway Company of 24,480, or 11 per cent. of the total population served by the company.

“We foresaw great prosperity, but could not foresee that our business was going to increase 50 per cent. in six months. We believe that the success of the company is absolutely assured for many years to come.”

Company Have Not Claimed That They Cannot Pay a Reasonable Increase.

20. Here needs to be recorded the fact that throughout the investigation the company's advocates carefully refrained from tendering the untenable plea that this company with its success “absolutely assured for many years to come,” could not afford to pay reasonably increased wages to meet the accruing cost of living.

The following official figures demonstrating the amounts of excess paid by the company to the City of Vancouver on one fixed percentage basis of its earnings during the last three years, evidences the company's ability to pay, although the temporary financial stringency kept the 1913 amount down, it still proves 15 per cent increase:—

	1911.	1912.	1913.
Year ended June 30.....	\$56,365	\$74,271	\$85,346

The 1913 amount proves 15 per cent. increase in business over 1912 despite the “temporary financial stringency” then prevailing. as both the Minister of Labour and president of the Canadian Pacific Railway aptly describe it.

21. The before-mentioned factors developed some difficulties between the company and its wage-earners, and became accentuated by further difficulties with which both parties were confronted through the extraordinary combination of speculators taking advantage of the company's phenomenal expansion, to which chairman Horne-Payne referred, as per clauses 16 and 19. when both the capital outlay and business profits increased about 150 per cent. during the three years covered by the 1910 agreement.

Burden of the Increasing Cost of Living.

22. Unfortunately for the employees, those difficulties were increasingly felt as each year the burden of the *increasing cost of living* grew heavier from those speculative causes, for which neither the company nor its employees were responsible. But as both these parties to the dispute based their respective cases on the corresponding wages and cost of living in comparative Canadian and U. S. A. cities, this evidence needs most attentive sifting because any just solution depends upon it being rightly applied.

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The burdensome nature of that accumulating tax loaded upon the company's purchases and the wages of the employees by speculators may be readily understood from the exorbitant prices the company had to pay for land and increases for stores. The extra burden inflicted upon the employees can be gauged by the enclosed "Comparative Statement" showing the standard weekly expenditure for a typical family of five on food, fuel, lighting and rentals in the average of Canada's fifty-four cities having populations exceeding 10,000, and nine representative Canadian cities, served by similar electric railway companies during the years 1910 and 1913, based upon the Department of Labour's statistics as recorded on pages 214 to 226 of the "Wholesale and Retail Prices, Canada, 1912," which I have worked out to demonstrate this greatest cause of the present wages dispute, because it is impossible for this Board or any group of investigators to intelligently assimilate the mass of data evidenced before us hereon, until thus completely worked up into understandable form, measurable on this standard weekly basis.

23. The results of those computations are concisely recorded below because the company profits and the employees live in and around these three cities:—

Family of 5 persons.	Westminster.	Vancouver.	Victoria.	Triple total for 3 cities.
1912, cost per week.	\$17.01	\$17.94	\$18.04	\$52.99
1910 " " "	14.68	15.63	15.39	45.70
Increase in 2 years	\$ 2.33	\$ 2.31	\$ 2.65	\$ 7.29
Increase per cent.	16	15	17	16

The average increased cost during these two years is thus proved (on this authentic basis of figures scrutinized by the Dominion Government's experts) to be 16 per cent.

24. The corresponding average costs for the whole of Canada's fifty-four cities and the nine representative Canadian cities averaged in triple groups are appended for the double purpose of comparison, and the reduction of possible minor discrepancies or variations in such commodities as potatoes differently marketed in the three cities whose triple totals divided by three yield these reliable averages:—

Family of 5 per week	Canada's 54 cities	EAST.	PRAIRIES.	B.C. COAST.
		Halifax Montreal Toronto.	Winnipeg Regina Edmonton.	Westminster Vancouver Victoria.
Average cost 1912	\$13.64	\$13.44	\$18.48	\$17.66
" " 1910.....	12.24	12.23	15.92	15.23
Increase	1.40	1.21	2.56	2.43
Increase per cent.....	11	10	16	16

N.B.—The 16 per cent. average increase in British Columbia coast cities is derived as per clause 23, which emphatically confirms the same 16 per cent.

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average for the three Prairie cities. The 5 per cent. higher average cost in the three capitals of the Prairie Provinces is accounted for by heavier charges for rent and fuel.

25. The increases between 1910 and 1912 are analyzed and percentaged below to locate the forces engineering higher costs, which force these recurring industrial disputes upon us:—

Increases in total.	Canada.	3 Eastern cities.	3 Prairie cities.	3 B. C. cities.
	\$1.40	\$1.21	\$2.56	\$2.43
Food.....	.66 47%	.67 55%	.76 30%	.68 28%
Fuel, light.....	.18 13%	.06 5%	.11 4%	.15 6%
Rent.....	.56 40%	.48 40%	1.69 66%	1.60 66%

The significant fact these figures demonstrate is that 66% of the increase in the cost of living during the last two years is caused by speculation in real estate values, thus forcing up rents in the same ratio in the three British Columbia cities as in the three prairie cities, where vast expanses of level land ready cleared by nature should have kept rents lowest. But the telling fact is that the rents for houses suitable for electric railway employees have, with like rents in British Columbia, increased thrice faster than the fifty-six cent weekly average for all the fifty-four Canadian cities. The extortionate increase of rents forced in Vancouver during the last three years is established beyond dispute. Page 225 of the Dominion Goods Retail Prices conclusively proves that Victoria rents increased 33 per cent. and Westminster 35 per cent.

Cost of Living Less in U. S. A. Coast Cities.

26. As the company insistently urged that the standards for both wages and cost of living in Vancouver, Victoria and Westminster should be based upon the comparative standards existing in Seattle, San Francisco and Portland, I was requested by the representative committee of the employees with the concurrence of the chairman of the Board, and full knowledge of the company and the company's representative on the Board, to ascertain the corresponding cost of living in those three U. S. A. cities.

27. Being unable to locate any reliable information at U. S. A. consulates or libraries in British Columbia, I went to Seattle University Library (during two days my two colleagues on the Board were engaged in their legal duties) and found that the necessary information back to 1910 would have to be got from the U. S. A. Government's Bureau of Labour in Washington, D.C., and would require nearly a month to obtain, and then would evidence for food costs only as the statistics then published did not include the vital items for fuel and rent, which account for 72 per cent. of the two years' average increase in Vancouver. Victoria and Westminster combined.

28. Further, I found from the U. S. Department of Labour's Statistics of Retail Prices, 1891 to 1912, page 35, that the increasing cost of food between 1910 and 1912 had been only 40 cents per week in the Seattle, Portland, San Francisco zone, whereas the Dominion Government's figures prove an increase

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of 68 cents per week, showing a ratio of 70 per cent. more increase, caused by food combining operators in Vancouver, Victoria and Westminster.

29. But the most important fact was disclosed in the extraordinary reduction in rents, which, for corresponding houses in Seattle, fell about 40%, from about \$25.00 to \$15.00 per month during the two years, whilst the very opposite occurred in our three British Columbia cities, where the corresponding rents for six-roomed houses were forced up from the average of \$20.62 to \$26.17—an increase of 27%.

The foregoing, with other evidences confirmed by the most reliable authorities there, will convince any impartial investigator that the cost of living for the Seattle Electric Railway employees is approximately from 25 to 30 per cent. less than in Vancouver.

Vancouver Rents Halted.

30. Strong efforts were made by the company to induce the Board to believe that the rents in Vancouver had recently been reduced about 25 per cent., but when their witness, to support that statement, was put under oath and cross-examined, he reluctantly, but conclusively, admitted that the company for whom he was manager had not reduced the rents to any of their old tenants, but where houses became vacant their clients were willing to take less rentals for a time, evidently believing that soon after the approaching opening of the Canadian Northern Railway and Panama Canal their position will be strengthened to re-advance the rentals at the first opportunity.

31. But obviously that contention burkes the most serious danger the employees have to meet under present speculative conditions, in the risk of losing their homes and money by the exorbitant prices demanded for city lots upon which to build their homes, because slackness of work, bringing inability to pay, may lose the lot, and they realize that what they three years ago gained in increased wages has been absorbed by increases in rent, etc. Further, they deplore the fact that in many cases their cherished savings earned prior to 1910 have been largely depleted by the excessive prices they have had to pay for lots, the higher rates forced upon them for interest on mortgages and heavier municipal taxes—for which extra costs the company partly failed to provide sufficient wages.

Wages Insufficient to Support Family Life.

32. The employees put in a schedule of the cost of living they needed, supported by numerous signed statements from grocers and other tradesmen, and the company deluged the Board with off-setting statements from tradespeople they found willing to declare lower figures, till each member of the Board had armful of statistics no human mind could digest in that crude form; hence the preparation of Exhibit A was needed to sift down. The facts may be concisely stated thus: 1st, on a weekly basis and thence for monthly comparison based upon the averages for Vancouver, Victoria and Westminster:—

For Family of 5.	Year 1910	1912	Increase.	Percentage.
Food.....	\$ 8.18	\$ 8.86	\$ 0.68	8
Fuel and light.....	1.91	2.05	0.14	8
Rent for 6 roomed house.....	5.15	6.75	1.60	31
	\$15.24	\$17.66	\$ 2.42	16
Cost per month of 4.33 weeks.....	\$65.98	\$76.48	\$10.50	16

But please note that an average wage of only \$69.25 is paid to motormen and conductors, according to the British Columbia Electric Company's own carefully prepared figures.

33. Further, please note that to earn sufficient to keep their families, these men have to work seven days per week, which is neither just to their families, British Columbia, nor Canada,—now needing strong children to be here born to develop into stalwart citizens reared under British Columbia conditions, to support public welfare, including this company, to whom such highly valuable franchises have been granted.

If the wives of these men, whilst maturing children, or children growing up, are impoverished, they will have to be maintained as defectives, at our expense in British Columbia asylums and old peoples' homes, already overcrowded; therefore, this Board, in the interests of the public, should advise all concerned to provide for adequate wages, which should be paid before any further attempt is made to increase the present handsome dividend of 8 per cent. for this excellent security evidenced by clause 16.

Six Day Week Should be Enforced by Legislation.

34. The danger of allowing these men to exhaust their energies by working consecutive weeks, including Sundays, without systematic relief one day in every seven, and too long hours, is so obviously unjust that the risk to all people constantly using the cars should cause them to seek legislative protection unless the company voluntarily decides to enforce the "six-day swing system" to give these men a weekly rest, because their duties are of a nerve-straining nature and involve personal risks.

35. I respectfully submit that the two majority members of this Board struck out that needed safeguard without adequate cause or due consideration. I consider that they gave too much heed to the frequent holidays taken by the younger men, naturally bent upon enjoying life, whilst my colleagues did not realize how the worthier men who are nobly performing the highest duties of citizenship in family life are compelled by too low wages to work too long hours and seven days per week to provide for their families and safeguard their homes. The operation of the six day swing system would help to remedy the inadequate wages of the "extra-men" for whom we unitedly recommended the \$10.00 per week minimum. They would relieve for those seventh day rests.

Majority Thought Costs Too High.

36. The two majority members thought "Exhibit A" costs too high in some respects, and I agreed with them so far as potatoes and part excess of

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meat was concerned. For those I had already made due allowance in my proposed basis of wages adjustment. Potatoes in 1912 were abnormally high.

But my colleagues could not devote time to go further into the complexities of the factors increasing cost of living, otherwise they would have conceded more. It is, however, useless for anyone to attempt to refute or criticize effectively such inexorable evidence as the following authentic costs published by the U. S. A. Government after investigating the average expenditures of 2,567 families, maintaining 13,643 persons. *vide* page 648 of the Eighteenth Report of the U. S. A. Commission of Labour.

37. Beyond the cost of food, fuel and light, rent provided for in Exhibit A, are the following, which amount to more than double the allowance a reasonable criticism can deduce for any excess in Exhibit A's last column:—

	Cents per week.
Clothing for husband.....	64.7
Clothing for wife.....	50.00
Clothing for children.....	92.3
Insurance (Life).....	37.3
Organization, labour and others.....	17.4
Religious purposes and charities.....	19.2
Furniture and utensils.....	50.5
Newspapers and books.....	16.0
Amusements and vacations.....	23.6
Sickness and death provision.....	39.4
Medical attendance, dentistry and sundry other costs.....	86.6
	— — — — —
	weeks
	\$1.97 x 4.33 = \$21.52 per month

More than the Dominion Government's figures show per Exhibit A.

It is hoped that one result of this Board's work will be to secure more reliable data concerning the cost of living problem as a whole for Canada.

Why Could Not Accord With Chairman's Decision.

38. Knowing how surely this burden of heavier cost of living was bearing down the employees, especially those who have families, it was not possible for me to agree with the chairman's suggestion that we should merely suggest advances during the first six months to 27 cents per hour, when the increased cost was accumulating heaviest upon these older married servants for whom the maximum of 35 cents should be raised to 38 cents per hour and the intervening rates increased 3 cents per hour as below.

The initial 27 cents is simply what the company offered the men before the Board of Conciliation was formed. It would operate to benefit only the recent and future beginners for six months at the most.

Under that restriction the men who have borne the brunt of the accumulated cost since 1910 are left unrelieved by the company, who should not attempt to keep down wages below a fair family standard scale.

39. It was the short-service men who get the benefit when the bonus was replaced by part cash in 1910, and if they alone get this double advantage it will operate as a dangerous incentive to make the others strike, because that 27 cents will be held out to induce strike-breakers to come in.

The increased cost has burdened all men throughout the scale the company contracted to pay them in 1910 when the cost of living was about 20 per cent. less as thus derived.

Basis of Minority Scale.

40. The 16 per cent. increase between 1910 and 1912 is for only two of the three agreement years the cost has been increasing, so if the third year's increase was similar that would reach 24 per cent., but after allowing 4 per cent. for excess on potatoes, etc., I have halved the 20 and used 10 per cent. increase as the basis derived from Dominion Government's figures worked out in the only form they can be publicly understood. Surely half that 20 per cent. increase is as reasonable a basis as can be deduced, after taking into consideration the corresponding wages now paid by similar companies in corresponding cities.

Higher Wages in the Prairie Provinces.

The right wages to pay should not be affected by whether the men are employed by a company or municipality. The following nearest Canadian employees' wages seem better guides than U. S. A. cities:—

Calgary.....	28 to 38 cents.
Edmonton.....	27 and a half to 37 and a half cents.
Moose Jaw.....	28 to 35 cents.
Regina.....	27 and a half to 37 and a half cents.
Saskatoon.....	28 to 37 and a half.

Trainmen.

41. In order that all concerned may compare the rates now paid per hour with the corresponding rates suggested in the majority and minority reports, I have tabulated all in the comparative form below for trainmen working on city lines whose wages I respectfully submit must form the basis for the wages payable to men similarly employed upon the interurban (Districts 1, 2 and 4) who now receive $1\frac{1}{2}$ cents per hour more than city trainmen, whilst further men employed in similar capacities on the Fraser Valley and Saanich Rural Railways receive four (4) cents per hour more than interurban men, totalling $5\frac{1}{2}$ cents ore per hour, up to the end of the third (3rd) year, than trainmen operating city lines.

42. To clear the controversy from two of its most confusing factors, I record the fact that both the majority and minority reports maintain that beyond these rates for trainmen on city lines, both the $1\frac{1}{2}$ cents per hour extra for interurban men and the $5\frac{1}{2}$ cents per hour extra for the Fraser Valley trainmen shall continue.

43. Therefore, the difference at issue concerning each and all of the trainmen employed by the company can be readily compared and computed by means of the following comparative schedules which affect about 1,200 employees, forming more than 63 per cent. of the 1,900 members of the association concerned in this dispute. Consequently the solution of the main issue to avert a strike largely depends upon the ability of Board of Conciliation to bring the opposing parties to accept some scale between the rates compared in the last two columns:—

44. *Motormen and Conductors on City Lines.*

PERIOD.	Old Rate	AWARDED BY	
		Majority.	Minority.
	1st 3.22c.		
1st 6 months	2nd 3.25c.	27c.	27c.
2nd 6 months	27c.	27c.	30c.
2nd year	29c.	29c.	32c.
3rd year	31c.	31c.	34c.
4th year	33c.	33c.	36c.
5th year and after	35c.	35c.	38c.

N.B.—The difference between the scales proposed by the majority and the minority reports of the Board is that three (3) cents per hour more should be given after six months' service throughout the scale.

45. For brakesmen, trolley men and baggagemen, I suggest increases on majority's scale: 1st year, one and a half cents; 2nd year, 2 cents; 3rd year and 4th year, two and a half; 5th year and after, three and a half cents.

Barn and Shop Men.

For car cleaners, brush hands and freight car repairers' helpers, I add one cent per hour to majority car cleaners' scale. Also 1 cent added to motor car repairers' scale, and applied to freight car repairers and mechanics' helpers.

46. The car builders in car shops being a superior selection of men to the general repair men employed by the Canadian Pacific Railway, I add 4 cents for painters and carpenters kept too low, also 2 cents per hour to blacksmiths and machinists, together with a proviso that they shall be paid those wages when doing outside maintenance work.

For apprentices, armature winders, freight department and maintenance-of-way men, I agree with the majority scales.

But for greasemen, suggest \$60.00, \$65.00 and \$70.00 for 1st, 2nd and 3rd years.

Grades Excluded by Majority.

47. The fact that when the association was formed, the company desired the men of all grades to join, and that rule 34 of the existing agreement recorded that "the company prefers that employees affected by this agreement should become members of the association in order that all questions and grievances may be dealt with by one head," led to several new grades of men joining since that agreement three years ago, but now that they wish to be considered for increase of wages, the company refuse to consider them as applicable under the proposed agreement.

The Board were unanimously of opinion that the application coming from foremen and higher officials should be dealt with direct by the company. Further, the majority subscribed that none of the other rank and file men should be admitted under the proposed agreement until the company arbitrarily decided to admit them.

That practically meant the company forcing out many of the present members of the association, leaving them and future new grade employees of this most

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rapidly expanding company without collective power of bargaining, which formed the basis of the old and present agreements.

Minority Reports That All Men Under Foremen Should be Included.

48. The minority reports that these men have a just right to such mutual protection and should be sustained in membership.

That is all the more necessary now that employees have become too numerous for personal acquaintance with the managers.

There was not sufficient evidence given to enable anyone to fairly fix scales of wages for such as the gravel pit, power shovel and steam plant men, but I submit that as the Intercolonial Railway last month admitted its ordinary clerks under similar conditions and clerks have collective protection on other railways, some such scales as the following should be included:—

General clerks, per month, from \$60 to \$85 within 4 years.
Car and switch clerks, per month, from \$70 to \$95 within 4 years.
Billing and rate clerks, per month, from \$70 to \$100 within 4 years.

For teamsters this scale is submitted:—

One hour wagoners.....	29 cents per hour.
Short order wagoners.....	33 cents per hours.
Freight and heavy wagoners.....	35 cents per hour.

Other Recommendations.

49. Clauses in the minority wages schedule prescribe that the following should be provided for in the next new agreement:—

(a) When ten or more men in the ranks of new grades have worked more than six consecutive months, they shall be entitled to organize and through the association negotiate for suitable wages.

(b) No reduction of wages shall be allowed by reason of the Board's schedules for any present employee.

(c) Where the existing agreement prescribed scales of increases, those increments shall continue to present employees.

(d) Where the Board's schedules prescribe advances they shall be payable at the next payday with the amount of such increases added as from July 1, 1913.

(e) The wages schedule and working conditions to be binding upon the company and its employees for at least one year.

50. Unfortunately I was not privileged to know the contents of the majority report until it was published by the press during the last hour of drafting this minority report, hence the following brief comments thereon:—

Defective Shortcomings in Majority's Report.

Their astonishing statement that the British Columbia Electric Railway Company is only "paying 4½ per cent. on its common stock" is refuted by the fact that they are paying 8 per cent. (*vide* section 16). They pay from 4 to 4½ per cent. "on debentures" as the Canadian Pacific Railway and other railways usually do, but the British Columbia Electric shareholders who control the company draw the high rate of 8 per cent. for their excellent security.

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The majority's claim that they " have endeavoured in fixing their schedule of wages to make it such that a young man entering the employ of the company at twenty-one would by the time he is twenty-six or twenty-seven years of age be in a position to marry" by raising the minimum rate, cannot be sustained as that only affects the first half year's service, and even that minimum was offered by the company before: whilst present entrants are forced to bear about 20 per cent. increase in the cost of living.

51. The fact that the Canadian Pacific Railway Company has this month conceded 10 per cent. increase to its employees east of Port Arthur, and that the Intercolonial Railway has made like increase to both trainmen and clerks, added to the fact that the Pacific Electric Railway Company of Los Angeles has also granted increase of \$5 to \$10 per month, in my opinion proves the injustice of the majority requiring British Columbia Electric employees to sign up before the end of this month under the unjust penalty of forfeiting proposed advances, when the men have during the past two weeks been denied their rights to know the majority's reasons which the Minister of Labour by telegram authorized to be delivered when signed.

Insufficient Consideration.—Data Wanted.

52. The plain facts are that the consideration of the wages schedule was rushed without time to review and sift the evidence, and that reliable data was lacking for that vital part of our inquiry.

Throughout the sittings I pressed for statements comparing the carmen's wages paid during 1910 in Canada and U. S. A., in cities compared by the company, but that most essential information was never forthcoming. Similarly even the 1910 rates wages paid by the Canadian Pacific Railway in Vancouver were not disclosed—apparently because Canadian Pacific Railway men were advanced in 1911, and that would have proved reason for raising British Columbia Electric men.

53. The differences between the company and their employees, as measured between the majority and minority reports, are not sufficient to warrant the grave losses that would result from a strike of the magnitude and force the vast financial powers behind the company and employees would inflict.

Such differences should be settled promptly by mutual concession between the company and men's representatives, as if they met each other half way, the cost to the company would be relatively less than the loss and permanent harm a strike would inflict.

If they cannot agree, surely the differences should be arbitrated by British methods, and so leave the graver continental-wide controversy to be settled by the United States companies and men from whence the source of the controversy virtually arises.

54. After full consideration, I am convinced that if one hundredth part of the cash loss a strike would entail could be mutually devoted to quiet enquiry during the next few months into the factors developing this trouble, we can derive a permanent basis for settlement, not only of this, but future disputes that will be satisfactory to all concerned.

To accomplish that end I would (if desired) be prepared to devote at least three out of the four remaining months of this year to that work, which would be of lasting benefit to both parties and the public welfare. It would secure the yearly adjustment of wages up or down, as the cost of living varied, as has been so successfully maintained through many years by the Cleveland sliding scale.

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55. These necessary advances cannot prudently be checked until permanent steps are taken to reduce the cost of living, which in a minor degree they tend to aggravate.

Five years' study of the cost of living problem now menacing British Columbia most, convinces me that it can be more quickly remedied here than in any other part of the world, if well directed measures are taken on the advice of experienced economists, who know that the permanent solution depends upon release of the land to cultivators by such means as have been so eminently successful in New Zealand and other parts of the Empire.

The quickest and most profitable way to accomplish that lasting benefit will be to get three of the most reliable experts appointed, say by the Provincial, Dominion and Imperial Governments (or the ablest land reformers) to investigate the essential facts, with full powers to report quickly suggesting the most suitable permanent remedies.

(Sgd.) MOSES B. COTSWORTH,
The Employees' Representative on the Board.

VANCOUVER, B.C., August 25, 1913.

WORKING CONDITIONS UNANIMOUSLY APPROVED BY BOARD.

Agreement entered into (in duplicate) this day of, one thousand nine hundred and thirteen, between British Columbia Electric Railway Company, Limited, hereinafter called "the company," and the Amalgamated Association of Street and Electric Railway Employees of America, representing the employees of said company affected by this agreement, hereinafter called "the association."

Witnesseth, that the following working arrangements shall take effect and be binding upon the parties hereto:—

General.—Applicable to All Employees.—Recognition of Association.

1. The company recognizes the employees' union or association and will not discriminate against any employee because of his connection with same. The company agrees that employees affected by this agreement should become members of the association in order that all questions and grievances may be dealt with by one head.

Interference by Association.

2. The association agrees that it will not in any way interfere with or limit the right of the company to discharge or discipline its employees for sufficient cause except for membership of the association.

Dismissal for Inefficiency.

3. The company shall have the absolute right to dismiss any employee for inefficiency provided an employee so dismissed shall have an appeal to the general manager whose decision shall be final. On the hearing of such appeal the employee shall have the right if he so desires to have present one official of the association.

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Names Employees.—Advising Association.

4. The company shall forward the names of all men entering their employ affected by this agreement to the secretaries of the divisions.

Grievances.

5. Properly qualified officers of the association divisions shall be recognized by the company in discussing any grievances of any employee. Grievances will first be presented to the local manager, or superintendent, and if a satisfactory adjustment cannot be obtained an appeal be made to the general manager.

Any employee suspended for causes, and upon investigation not being proved guilty, shall be reinstated and paid for all time lost through such suspension. Investigation of charges in cases of suspension shall be held as soon as possible thereafter. The suspended employee shall be notified at least twenty-four (24) hours in advance when and where to attend, and also be notified of the nature of charges laid against him. He shall have the right to produce witnesses and evidence thereat, and also the privilege of having an officer of the association present if he so desires. Final decision in all cases of suspension shall be given as soon as possible after the hearing of charges is closed.

In the event of a decision given by the company under the foregoing section not being considered just and equitable by the association, the company agrees to refer same to a Board of Arbitration, which Board shall consist of one officer of the company and one officer of the association. These two shall select a third, and in the event of disagreement such umpire shall be appointed by a Judge of the Supreme Court, and the decision of the Board shall be final and binding on all parties. Each party shall bear the expenses of its own arbitrator and the expenses of the umpire shall be borne equally by the parties hereto.

6. In the event of an employee affected by this agreement being suspended by the association from membership of the association for just cause affecting his character or the performance of his duties towards the company or his fellow employees, the association shall have the right to report the fact of such suspension and the cause thereof to the company for such action as the company deems proper to take thereon, the association to have the right to be represented at the hearing. General manager to decide.

Leave of Absence.

7. Should the business of the division so increase that it becomes necessary to have a business agent, and an employee is appointed, then the company shall recognize the employee so appointed as such business agent, and he shall retain his seniority in the company's service and have access to the company's premises at all reasonable times.

8. Officers of the association shall be granted leave of absence on association business in so far as the regular operation of the service will permit, and shall be given precedence over any other applications for leave on the same day.

9. Any employee elected to office in the association which requires his absence from the company's employ shall retain his seniority rights, and shall upon his retirement from such office return to the company's employ.

Rules and Regulations.

10. All employees shall be governed by the rules and regulations established from time to time by the company, and shall also strictly observe all special orders bulletined or verbally conveyed by the officers of the company.

Complaints to be in Writing.

11. All complaints brought before the company must be in writing, and the papers shall be open to inspection.

Lost Property.

12. Employees who turn into office of the company lost articles found on the cars or on the company's property shall attach to same a tag provided for the purpose. The tag shall bear a brief description of the article, with the time and place of finding.

Promotion.

13. In accordance with the past policy of the company, promotion will, as far as possible, and having due regard to the needs of the service, be governed by seniority and efficiency, but in all matters of promotion and appointments the company reserves the right to absolute freedom in selection. When vacancies occur, notice of same will be given on the bulletin boards so that employees may make application for positions.

Holidays.

14. Monthly men shall be given ten days' holidays each year after one year's service, and shall be paid for same. Public holidays not included in the ten days.

Payment of Wages.

15. The company shall issue to all employees two days previous to payday a statement of time worked and pay which is due on payday, same statement to show all deductions that are to be made and serve as a receipt for same.

Concessions.

16. Any employee covered by this agreement will be entitled on becoming a consumer to gas concessions as hitherto, and to purchase electric light from the company for the use of himself and his family only, at four cents per kilowatt hour as measured by meter, and subject to such regulations for the use of same as the company may issue from time to time. The company to install meters and charge no rent for same.

Free transportation shall be granted to all employees at all times over all lines within the city or over the interurban district in which they are employed. All employees shall be granted one trip pass per month over district 3 and on Saanich lines (as far as possible) good at all times, and half fare settler's rates to families and members of families dependent on them unless this provision is contrary to law. Motormen and conductors' badges will cover transportation at all times over all lines.

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Present Working Conditions.

17. Any present working condition not specifically mentioned in this agreement shall continue in force, if not contrary to the intention of this agreement. The wages, schedules, concessions and working arrangements contained in this agreement govern lines at present in operation and under construction, or lines that may be constructed during the life of this agreement.

CITY AND SUBURBAN LINES.

Motormen and Conductors.—Overtime.

18. When a man is compelled to work over schedule running time, time and a half will be allowed up to 12 midnight, and double time after 12 midnight until he is relieved from duty. (This to apply to men working day runs.)

Men working night runs, after finishing their run shall be allowed time and a half up to 2 a.m., and double time thereafter until relieved from duty.

19. Men working owl runs shall be allowed time and half after running time up to twelve (12) hours and double time after twelve (12) hours until relieved from duty.

Nine Hour Day.

20. Nine hours to constitute a day's work and shall be observed as far as operating conditions permit. When operating conditions necessitate a longer schedule time than nine hours and thirty minutes on some runs, no overtime is to be allowed for such additional thirty minutes, but beyond nine hours and thirty minutes overtime shall be paid.

Breaking in New Men.

21. The company shall pay extra to conductors and motormen for breaking in new men at the rate of 25 cents per day. Men breaking in new men shall have served at least one year in the service, and will be selected by the company in accordance with their efficiency.

Reporting Time.

22. When men are required to report ten minutes or more before taking their regular car they will be paid for such time.

Box Time.

23. Conductors shall be paid box time according to schedule running time from place where box is received to relief point, and from relief point to place where box is delivered up.

Uniforms.

24. Each regular conductor and motorman, if required by the company, shall wear uniform and cap while on duty, and the company shall provide such employee with one full uniform including cap each year. The cost of the

said uniform and cap to be in so far as contributions by the company are concerned based upon a fixed price that shall be agreed upon by the company and the association. The company's contribution shall be one-half of said fixed price.

Union scale of wages for making the uniforms will prevail.

In the event of any employee damaging or destroying his uniform in the execution of his duty, the company will make good the damage or supply free an extra uniform if the case warrants. Any employee who has been in the employ of the company for six months and has had a uniform for three months shall upon leaving the company's service not be required to pay more than one-half the cost of such uniform. Conductor's changers to be furnished by the company and to remain the property of the company.

This section shall also apply to interurban lines.

Minimum Age.

26. No new men shall be employed as conductors or motormen who are under the age of twenty-one years.

Extra List.

27. The company shall endeavour to maintain at all times an adequate and proper extra list, up to twenty per cent. of the regular men, if the obtaining of them is practicable. No motorman or conductor after finishing a run shall be required to do extra work if there are any competent men available, and the company will endeavour at all times to provide a sufficient number of extra men, so that any motorman or conductor will not be required to work over schedule running time.

Change Money.

28. All conductors on passenger runs shall be supplied with up to \$30.00 change money according to the necessities of their run.

Work Trains and Line Cars.

29. All regular work trains shall be operated by a fully qualified crew, and each line car shall be operated by a fully qualified motorman. Such crews shall sign on a special sheet for a period of six months, from July 1 to December 31, and from January 1 to June 30. Provided, however, the company reserves the right to withdraw any car or cars referred to in this clause, whereupon the crews signed for any car so withdrawn shall be assigned to duty in their proper position in the passenger service and a new running sheet posted if necessary. And, further provided, that crews signed as above if not required for work train or line car service on any day, may be assigned to duty in the passenger service by the superintendent for the day or days said work train or line car is temporarily out of service. The company to put on a pilot when necessary on interurban lines. Superintendent to decide.

Limits of Day Run.

30. As far as practicable all day runs starting before seven a.m. shall finish not later than 6.30 p.m.

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Temporary Change of Work.

31. Men compulsorily taken from their runs and put into temporary positions shall be paid the same rate as they would be paid on their respective runs, and shall not have their wages reduced owing to shortage of hours.

Running Sheets.

32. A new running sheet for Vancouver city and suburban cars, also for Victoria, New Westminster and North Vancouver, shall be posted every two months, and shall be signed up within five days of posting. Each new running sheet shall take effect on first day of the month. Provided, however, the company reserves the right to extend the time for bringing a new running schedule into effect if foggy weather or other exceptional conditions prevail.

If the company desires to change the running schedule at other than the fixed periods, crews shall be given seventy-two hours in which to sign up. Day men shall sign within thirty-six hours after posting of sheet, and night men within the following thirty-six hours.

Leave of Absence.

33. Leave of absence to motormen and conductors shall be granted by the traffic superintendent on application in so far as the proper operation and conduct of the service will permit. Men absent on account of sickness shall notify their superintendent when desirous of returning to duty not later than 1 o'clock p.m. of the preceding day, and shall be restored to the former run held by them when taken ill, unless there has been a change in the run list. Men on leave of absence shall be booked for their run without this requirement at expiration of leave, if leave is not more than seven days.

Limit of Night Runs.

34. No night runs to extend over a period of 13 hours.

Travelling Time.

35. Any motorman not signing up on regular running sheet shall be paid travelling time to and from any run where relief is made ten minutes or more from car barn.

Heating Front Vestibule.

36. The system of heating front vestibule to be as at present, unless the company decides to improve thereon.

Lavatories.

37. Lavatories shall be provided at the most suitable terminal of each line as far as practicable. Such lavatories shall be kept in a sanitary condition and be equipped with a serviceable lock and key.

Lockers.

38. Lockers to be provided where this arrangement is not already in effect as far as practicable.

DISTRICTS 1, 2, 3 AND 4, AND SAANICH DISTRICT.

39. Regular runs will be signed up as follows:—Passenger service 90 days. freight service six months. In the event of a trainman refusing to accept any particular run to which he is entitled he will lose his rights to the run until it again becomes vacant, or change of time table.

40. A regular man will hold rights entitling him to sign as per paragraph "39."

Applies to all Districts.

41. A road crew consists of not less than five men.

Asked for by District 3 and Saanich District.

42. Work train crews to consist of conductor, motorman, and at least one brakeman and trolleyman.

Asked for by District 3 and Saanich District.

43. Line car will be classed under work train basis. Line car crew consists of conductor and motorman.

All Districts.

44. Road crews in freight service will consist of conductor, motorman, two brakemen and trolleyman.

Asked for by District 3 and Saanich District.

45. Freight and work trains regularly set up, not less than twenty-six calendar working days to constitute a month at any service, and must be paid a proportionate rate for number of days held in service.

Asked for by District 3 and Saanich District.

46. Sundays.—Trainmen assigned to work train service will not be considered absent from duty from time work is through on Saturday night until usual starting time Monday morning, unless notified in writing before they are laid up on Saturday night that they will be required. If so notified and not used they will be paid five hours at work train rates. Trainmen will be allowed to go home for Sunday if train service will permit and will not interfere with the train service.

Asked for by Districts 1, 2 and 4.

47. A way freight, express or baggage motor crew consists of at least one motorman, one conductor and one brakeman.

Asked for by District 3 and Saanich District.

48. Milk trains will be classed under way freight rates. Minimum crews of milk trains consisting of more than one car to be at least two brakemen in

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addition to conductor and motorman. This clause to apply to passenger trains handling milk.

Asked for by District 3 and Saanich District.

49. If the work on any way freight or milk train is unduly heavy, it will be lightened by employing additional men. Superintendent to decide.

PASSENGER SERVICE.

50. A passenger crew for one car consists of at least one motorman and one conductor.

Asked for by Districts 1 and 4.

51. A passenger crew for more than one car consists of at least one motorman, one conductor and one brakeman. The company to put on extra men when needed. Superintendent to decide.

Asked for by District 3 and Saanich District.

52. Passenger trains one to two cars, one brakeman in addition to conductor and motorman. All other passenger trains to be manned as safety and traffic demand. Superintendent to decide.

53. The term "trainman" means a man employed by the company exclusively for service as a conductor, motorman, brakeman or trolleyman, and shown on its lists and records as having been assigned to either the passenger service or the freight service, permanently as such.

54. Vancouver shall be known as the home terminal on district 2, while present conditions remain unchanged.

55. (a) When a man holding a regular passenger run is compelled to work over ten (10) hours, he will receive time and one-half up to sixteen (16) hours, and double time after sixteen (16) hours until relieved from duty.

(b) Men holding freight, work train, or extra runs if compelled to work over ten (10) hours shall receive time and one-half up to sixteen (16) hours, and double time after sixteen (16) hours until relieved from duty.

(c) All night men in district 1 hitherto paid two hours over and above day men to continue to receive that extra. Men entering such service in future to be paid on the general wage scale.

56. The rate of wages shall be based on a day's work of ten (10) hours.

(a) Fifteen minutes shall be allowed for reporting time for all service on districts 1, 2 and 4, also on Saanich district at present.

(b) When schedule runs do not consume ten (10) working hours except as herein otherwise provided, company reserves the right to assign crews holding such runs further duties as required to complete full day's work, it being provided, however, that such further duties shall be specified when runs are advertised. No freight work to be included. On district 3, thirty minutes shall be allowed for reporting for duty.

57. In the event of a trainman requiring relief, the company will furnish such relief so long as there are extra competent trainmen not working, and company will be advised at 4 p.m. of day previous such relief is required, in order to arrange such reliefs, except in cases of emergency.

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Reliefs will be granted in the order in which applications are received; all things being equal regular men will have preference.

58. After sixteen (16) hours' duty a trainman may claim eight (8) hours' rest.

59. In so far as service demands, and working conditions will permit, all regular runs shall be completed within thirteen (13) hours of commencement of first shift.

In the event of a run not being completed within thirteen (13) hours, all such time over thirteen (13) hours shall be computed as working time at straight time, and shall be paid for as such.

If the operation of this rule entails necessary additional expense by the men of district 3 as compared with like necessary expenses incurred consequent upon lay-overs by men in districts 1, 2 and 4, the company shall reimburse such additional expense to the men concerned.

60. Extra trainmen called for duty which entails switching movements in and about any terminal yard, shop, station or other point on the system, shall receive pay for actual time on duty, provided they shall be allowed for any such duty not less than two (2) such full hours.

Extra trainmen called for duty involving road movements shall receive pay for actual time on duty, provided that allowance for such extra duty shall not be paid less than two (2) hours.

61. Extra men to be arranged as follows:—

(a) First in, first out, unless a run be known to be open for six days or longer, then senior spare men will be entitled to such run. If run around avoidably men will be allowed quarter of a day and stand first out. When the run is known to be open for thirty (30) days or longer regular men will take it if desired.

(b) If senior day man lays off for six days longer, senior night man will be entitled to take run, and if he does not desire it next senior night man will be entitled to take such run, and senior spare man will take night man's run.

Day work to be classed as any run ending at 6.30 o'clock.

Asked for by District 3 and Saanich District.

(c) Extra crews.—All extra men to be called at places of residence for duty if place of residence is within one mile from terminal. Extra board to be placed in the trainmaster's office.

62. Students whilst breaking in as trainmen shall be paid at least one dollar per day during probation, provided that they qualify within fourteen days.

Asked by Districts 1, 2 and 4.

63. All road crews in freight service shall sign up for runs as follows:—

A conductor in charge of train.

A motorman in charge of motor.

A rear brakeman.

A trolleyman.

A head brakeman, according to seniority.

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64. Trainmen on duty shall be allowed time not to exceed thirty (30) minutes for meals, when detained from home terminal in any capacity, and shall be paid for time so consumed. Despatcher's permission must be obtained.

65. (a) When a train is being operated over any district other than that over which the crew operating the train is acquainted with the physical characteristics or running rules of such district, qualified trainman will be supplied as pilot. Pilots will be paid same rate as their seniority entitles them to as conductor.

(b) Where trains are operated over two or more districts or lines, such runs shall be pro-rated among such districts, on a mileage basis as deemed fair by the superintendent, who will hear claims of such districts in connection with such distribution. Trainmen of each district will be tendered the through runs assigned to such districts in accordance with seniority, and the judgment of said superintendent as to competence, as above set forth.

66. No employee not a qualified trainman shall be allowed to operate a train on any district, unless absolutely necessary.

67. Conductors shall be provided with fifteen dollars (\$15.00) change money for passenger work.

68. Where trip reports detain conductors after day's work, they will be paid reasonable time for same.

69. Trainmen dead-heading will be paid actual time to and from home terminal.

70. Any motor or car required to couple to, or handle two or more cars on road service (other than passenger) shall be operated by full road crew.

71. When trainmen appear for duty and train is annulled they will be allowed two and one-half hours and stand first out. When train is annulled, conductor will be notified in writing.

72. A trainman taken from his regular run to other duty shall receive not less than the same compensation as on his regular run.

73. Runs shall be awarded to qualified trainmen in accordance with their seniority on the district on which they are employed.

74. Trainmen will be notified when time is not allowed as per time slips with reasons therefor, and shortages and omissions in pay will be paid by time card if requested by trainmen.

75. Trainmen's seniority shall commence from time application is accepted, and same shall be furnished to association if desired.

76. (a) Leave of absence to trainmen shall be granted by the superintendent or trainmaster on application in so far as the proper operation and conduct of the service will permit.

(b) Trainman after laying off shall report for duty at 2 p.m. the day before he desires to resume duty; otherwise shall not be entered on the board for his regular run.

(c) Trainmen sick or unfit for duty will register in proper book, and when they book O.K. for duty again they will take their regular run.

77. One brakeman on each train or car must be competent and have at least four (4) months' experience as such, and the same or other brakeman must be acquainted with the road. A conductor will not be required to take out a brakeman who is found to be incompetent more than one round trip unless his alleged incompetency on investigation is disproved.

78. Trainmen will not be compelled to handle "Bad Order" cars in train, draft gear of which is defective, and requires to be changed, further than to take care of perishable freight or live stock that may become disabled en route

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to the first terminal. Under no circumstances will trainmen be compelled to handle cars behind van other than official cars.

79. Trainmen held off on company's business by order of the company's officials will be paid schedule rates for time lost, and will be reimbursed reasonable expenses when away from home.

Like rates and expenses shall be paid to trainmen when compelled to attend inquests or courts on subpoena requested or procured by the company's officers, the company to receive and retain any witness fees payable.

80. Night rates to apply as in the past, save as otherwise specified herein.

81. When a trainman is discharged, or resigns, he will as soon as practicable be paid and given a certificate stating the term of service and in what capacity he was employed, three days to be considered sufficient; if held longer, he will be paid ten (10) hours per day at the rate he was receiving.

82. In the event of a trainman signing up on freight or shunters becoming incapacitated through accident or sickness to work on freight service, he shall be allowed to exchange places with senior man, who has signed freight list, and the respective runs for length of sign up, subject to the approval of the company.

83. Regular crews after finishing their run will not be required to do extra work if there are extra men available.

The company will endeavour at all times to provide sufficient number of extra men so that regular men will not be required to do such extra work.

84. Seniority list of trainmen will be posted up every six months.

85. Unassigned crews in freight service will be run first in first out from terminal; when run-around they will be paid half day for each run-around and stand first out.

This refers to district 3 only.

86. It is not the intention of the company to adopt the plan of double-heading freight trains.

87. When vans are used, trainmen will not be compelled to abandon their vans between terminals. This refers to freight service only.

88. Freight and work trains will be supplied with van or other suitable car properly equipped.

This refers to district 3 only.

89. Manning of baggage cars will be made from the ranks of brakemen in their seniority.

90. Senior brakemen will be required to pass their examination for conductor in turn. Brakemen refusing their promotion to conductor or failing to qualify for same will in failing rate junior to the man who had qualified ahead of them. This clause will apply to trolleyman also.

Lay Away From Home Terminal.

91. Twelve (12) hours will be considered long enough to keep crews lying at terminals other than their home terminals, and the company will make every effort to prevent this time being exceeded.

92. At all points where company's ice houses are located, train crew will be allowed ice for their van.

93. For way freights beyond the reasonable capacity of the train crew to handle, the company shall furnish such necessary extra help and in such manner as the superintendent shall decide.

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Switching Trains With Van Attached.

94. Switchmen must not switch trains with van attached.

SHOP AND BARN DEPARTMENTS.

Night Men.

95. All mechanics and mechanics' helpers in mechanical department to receive five cents per hour additional to regular rate received by those on regular day work.

All vacancies for day work to be recruited from night men as far as practicable, seniority and proficiency to govern. Superintendent to decide.

Overtime.

96. Painters, carpenters, machinists, blacksmiths, armature winders, car repairers and all other shop employees employed on day shift except car cleaners and those engaged on car maintenance work, to receive time and half after 5 p.m. and from 12 noon until 5 p.m. on Saturdays, and double time from 10 p.m. until 7 a.m. or longer if compulsorily employed, and after 5 p.m. Saturdays, also double time on Sundays and holidays. Extra duty involving overtime to be taken by employees in rotation as far as it may be convenient.

Holidays shall be as follows:—Sundays, New Year's Day, Good Friday, Victoria Day, Dominion Day, Labour Day, Thanksgiving Day and Christmas Day. Provided, that the foregoing shall not debar the company from calling on any employee to work at any time, or times, to enable the company to operate any emergencies which may arise, and that any such employee called upon to work on Sunday or statutory holidays or for emergency night calls shall not be paid less than four hours and a half straight time. Notice of emergency calls to be given as early as possible.

Six Day Week.

97. Car maintenance men to work six days per week on night shifts at the discretion of the company, for nine hours per day at straight time. Any time worked in excess of the nine hours to be paid for at the rate of time and half for first five hours, and double time for any further period until relieved from duty. Double time also will be paid on the seventh day should an employee be required to work more than six days in the week. The company shall arrange for the day off per week to be taken at the time or times most convenient to the running of its business. As large a proportion as possible of the employees shall have their day off at week-ends, and provisions will be made that employees shall have their leave at week-ends in turns.

For the purpose of this clause the expression "car maintenance men" includes all mechanics and other employees except car cleaners, necessary in the car barns, who are engaged in those routine duties necessitated by the running of a car service.

Travelling Time.

98. Any man called to work in outside places from his own shop shall receive time for going to and coming from such places, also free transporta-

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tion, except in the case of a man being transferred from one shop or barn to another for a period exceeding seven days.

99. When men are called to places where food is not readily obtainable, they shall not be required to work more than seven hours without meals being supplied by the company.

Changes of Staff.

100. On reduction of staff through slackness of work, last on first off; last off first on; and a man shall not be considered a new man in re-starting. Men on being laid off under this clause shall leave an address with the company. Not less than forty-eight (48) hours' notice of resumption of work shall be given by the company to the men by mailing advice to such addresses. If men do not appear to resume their positions, same shall be deemed to be vacated.

In the event of slackness of work in car shops and barns, the hours shall be reduced proportionately, in preference to the laying off of men.

Blacksmiths' Helpers.

101. Blacksmiths to have own regular helpers so far as circumstances will allow.

Leave of Absence.

102. Employees in mechanical department shall be granted leave of absence on application to their respective foremen or superintendents, where such leave of absence does not exceed one week in so far as the proper operation of the shops will permit. Three months' leave of absence shall be granted if desired after one year's service. After three years' service the leave shall extend to one month per year, if not previously taken. Leave granted for the business of the association shall not be included in the foregoing.

Tools.

103. Car repairers to be supplied with all tools. Carpenters to be supplied with machinists' hammer and monkey wrench and bits for repair work when required.

Lateness in Reporting.

104. All employees in mechanical staff who are unable to report for work at specified time for good and valid reasons shall be allowed to start half an hour or one hour later. Superintendent to decide.

Lavatory Accommodation, etc.

105. Suitable toilet and lavatory accommodation to be provided. Mess room accommodation so far as practicable.

First Aid Men.

106. The company shall name and appoint competent first aid men to take charge of first aid work and boxes at each barn and department.

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Employment Application Form.

107. All candidates making application shall only be required to state their last three employers on application employment form.

Apprentices.—Transference or Dismissal.

108. Any apprentice who, having served one year, in the opinion of the shop foreman shows no aptitude for acquiring the trade, will be transferred or dismissed, and all obligations accepted by the company will of necessity be forfeited.

DEFINITION OF TRADES.

Mechanics.

109. Men who have served an apprenticeship or had four years or over varied experience in the separate trades or callings as described in the next four succeeding paragraphs, shall be termed mechanics, and any man doing work which generally is accepted in Vancouver, New Westminster and Victoria as mechanic's work shall be paid at the minimum rate of pay, and the company will not employ semi-skilled men for mechanics' work or have helpers do mechanics' work or any part thereof.

Machinists.

110. Men who have served an apprenticeship or had four years or over varied experience in the operating of lathes, planing, slotting, milling, shaping and tyre-boring machines, or other machine tools, and fitters, who are capable of fitting up, assembling and repairing the various parts or details of engines or locomotives, stationary, marine, or any kind of machine or machine tools, and vise work generally, shall be designated as machinists.

Blacksmiths.

111. Any man who has served an apprenticeship of four years or who has had four years' varied experience at the blacksmith trade, and who, by his skill and experience, is qualified and capable of taking a piece of work, and, with the use of drawing and blueprints, or from instructions, can transmit such work to successful completion within a reasonable length of time, shall be considered a blacksmith.

Apprentices.

112. Boys serving an apprenticeship to learn the trade shall be designated apprentices. Any boy hereafter engaging himself to learn any mechanical trade shall be over sixteen and under twenty-one years of age, must serve not less than four years, must be able to read and write English and know the first four rules of arithmetic.

Machinists' Helpers.

113. The number of apprentices in the case of machinists shall be one for the shop and one for every four machinists employed. Helpers will not be

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advanced to the work of machinists, and when used in connection with machinists' work will work under the direction of a machinist.

Carpenters.

114. Any man who has served an apprenticeship of four years, or who has had four years' varied experience at the carpenter trade, and who by his skill and experience is qualified and capable of taking a piece of work, and with the use of drawings and blueprints, or from instructions, can transmit such work to successful completion within a reasonable time, shall be considered a carpenter.

Freight Carpenters.

115. Any man who shall prove qualified to make satisfactory carpenter repairs to freight car bodies of any class, steel frame work excepted, wherein skill required for joiner or cabinet work is not necessary, and who can perform same within reasonable time, shall be considered a freight carpenter.

Painters.

116. Any man who has served an apprenticeship of four years, or who has had four years' varied experience at the painters' trade, and who by his skill and experience is qualified to mix and blend paints to the colors required by specifications, or otherwise, and who can perform successfully within a reasonable time the work usually performed by a skilled painter, shall be considered a painter.

Freight Car and Rough Painters.

117. Any man who can prove his qualifications to satisfactorily apply paint to freight car bodies and work of this class, and who can perform same within reasonable time, shall be considered a freight car or rough painter.

Brush Hands.

118. Any man who by his qualifications can satisfactorily clean work preparatory to being painted, and also apply paint in a satisfactory manner to parts of car not requiring high grade or varnish finish, such as floor, outside roof, bottom of car, window guards, fenders and piping, shall be considered a brush hand.

Air Brake Fitters.

119. Any man who has full knowledge of all pertaining to the mechanical side of air brake equipment, and capable of repairing any part of same, shall be considered an air brake fitter.

Armature Winders.

120. Any man who is qualified by his skill and experience to satisfactorily repair motor armatures and re-wind same shall be considered an armature winder of one of the classes mentioned below, depending upon the number of years' service he may have given in any armature room of recognized standing:—

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1st class—One who has served four years or more in an armature room.

2nd class—One who has served three years or more in an armature room.

3rd class—One who has served less than three years in an armature room.

Blacksmiths' Helpers.

121. A blacksmith's helper shall be permitted to have a fire after he has worked two years continuously in the shop where he is employed, provided there is a vacancy; seniority and competency to govern such advancement. An advanced helper shall agree to work for a term of three years, and each year shall receive an advance of 3c per hour, but not to exceed the minimum rate paid to blacksmiths. After three months' trial should he prove incompetent he may be reduced to helper. It will be the duty of the foreman to advance apprentices and advance helpers in all branches of their respective trades. The number of advanced blacksmiths' helpers or blacksmiths' apprentices shall not exceed the ratio of one to five blacksmiths.

TRACK MAINTENANCE MEN.

Definition.

122. The term "track maintenance men" means employees who take their orders from the roadmaster or track foreman, and whose duties are to maintain the track in safe condition for operation.

Number of Working Hours.

123. At the option of the men in each district either nine (9) or ten (10) hours shall constitute a day's work.

Overtime.

124. If the men are required to work in excess of the above decided time they shall be paid time and a half for overtime up to 12 midnight and double time from 12 midnight to 6 a.m.; also double time on Sundays and statutory holidays.

Emergency Work.—Minimum Pay.

125. If called out on emergency work men shall be paid not less than four and one-half hours straight time; no man to be required to work for longer period than seven hours without meals, to be provided by the company.

Payment from Assembling Points.

Men to be paid time from assembling points to and from work.

Section Houses.

127. Section houses to be provided when circumstances warrant as soon as practicable.

Family Passes.

128. Wives and members of family dependent upon them to receive one pass weekly, good on interurban lines, and half fare settlers' rates, provided this provision is not contrary to law. This to apply to districts 1, 2, 3 and 4.

Changes of Staff.—Seniority.

129. List of maintenance-of-way men to be kept by the company. If through slackness of work a lay-off becomes necessary, men shall be laid off in the following order: last on, first off; last off, first on. When men needed, the fact to be bulletined. Clause 100 to apply in so far as it relates to notices being sent for resumption of work.

Bulletining Vacancies.

130. All vacancies for promotion to be bulletined.

131. If men are taken from shops to do blacksmith's work or blacksmith's helpers' work on maintenance-of-way, they shall receive regular shop schedule wages.

FREIGHT SHED DEPARTMENT.

132. Ten (10) hours shall constitute a day's work; hours to be from 7 a.m. to 12 noon, and 1 p.m. to 6 p.m.

133. Layoffs to be governed by clause 129.

134. Three months' employment to constitute a regular man.

135. All overtime to be paid at the rate of time and one-half till midnight and double time thereafter till relieved. Any time worked on Sundays or statutory holidays to be paid double time, each man to work in turn.

136. Concession of ten days free in summer months, and free transportation as heretofore. Each man to be allowed four passes for self, wife and family dependent upon him over all or any lines during year on holidays or Sundays.

This agreement shall continue in force from year to year, provided always that either party desiring any modification of any clause or clauses in these conditions may reopen such clauses for reconsideration after thirty (30) days' notice has been given in writing, prior to the first day of May in any year.

DENIS MURPHY,

Chairman.

MOSES B. COTSWORTH,

Men's Representative on the Board.

HY. O. ALEXANDER,

Company's Representative on Board.

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WAGE SCHEDULE AS FIXED BY MAJORITY OF BOARD.

Clause 1.—No employee now in the company's service shall have his earnings reduced by reason of this schedule, but when such will be the effect thereof to new men such present employee shall continue on the schedule in force to June 30, 1913, and shall retain the benefit of any future advances secured to him by that schedule.

Clause 2.—Any employee appointed as leading hand shall receive $3\frac{1}{2}$ cents extra per hour more than his schedule rate of pay so long as he continues to act as such leading hand.

Clause 3.—Where the rates set forth in this schedule mean an increase to any employee they shall be deemed to have been in effect on and after the 1st day of July, 1913, and the company shall on the next pay day after acceptance make payment of such amount, if any, as the employees are entitled to hereunder for the interval between such date and the date of the acceptance hereof by both parties, provided always that if such acceptance by the employees does not take place before the 1st day of September, 1913, then this schedule shall only come into effect from the date when it is actually accepted by both parties.

Clause 4.—This wage schedule and the working conditions submitted herewith shall be binding on the company and its employees for at least two years from the date of acceptance, and thereafter from year to year, unless changed by the parties hereto. Either of the parties desiring to change the same or open up the agreement or wage schedule shall notify the other party in writing of the desired changes at least thirty days before the expiry of same.

Clause 5.—The following rates of wages shall be paid during the continuation of this schedule:—

On city and suburban lines, and also on Saanich line, motormen and conductors shall receive:—

First year.....	27	cents per hour.
Second year.....	29	cents per hour.
Third year.....	31	cents per hour.
Fourth year.....	33	cents per hour.
After fourth year.....	35	cents per hour.

Motormen and conductors in work train service shall receive $11\frac{1}{2}$ cents per hour in addition to the above rates. Extra men to receive a minimum wage of \$10 per week of seven days.

On interurban lines, being district 1, New Westminster (Central Park) line, district 2 (Lulu Island) line, district 4, New Westminster (Burnaby Lake) line:—

First year.....	$28\frac{1}{2}$	cents per hour.
Second year.....	$30\frac{1}{2}$	cents per hour.
Third year.....	$32\frac{1}{2}$	cents per hour.
Fourth year.....	$34\frac{1}{2}$	cents per hour.
After fourth year.....	$36\frac{1}{2}$	cents per hour.

Brakemen, trolley men and trackage men on these lines shall receive:—

27 cents per hour for the first six months.
 28 cents per hour for the second six months.
 29 cents per hour for the second year.
 30 cents per hour for the third year.
 31 cents per hour for the fourth year.

Shop and barn wages:—

Car cleaners, 27 cents per hour.

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Motor car repairers, armature winders' helpers, blacksmith helpers and sawyers:—

First year.....	27	cents per hour.
Second year.....	29	cents per hour.
Third year.....	31	cents per hour.
Fourth year.....	33	cents per hour.
After fourth year.....	35	cents per hour.
Freight car repairers.....	30	cents.
Freight car repairers' helpers.....	27	cents.
Freight car inspectors.....	32	cents.
Painters.....	43	cents.
Freight car and rough painters.....	29½	cents.
Brush hands.....	27	cents.
Carpenters.....	43	cents.
Freight car carpenters.....	35	cents.
Machinists.....	46	cents.
Blacksmiths.....	46	cents.
Car wire men.....	40	cents.
Air brake fitters.....	40	cents.
Armature winders, first class.....	46	cents.
Armature winders, second class.....	43	cents.
Armature winders, third class.....	40	cents.

Apprentices:—

First year.....	15	cents per hour.
Second year.....	18	cents per hour.
Third year.....	23	cents per hour.
Fourth year.....	30	cents per hour.

Freight shed department:—

Checkers.....	30	cents per hour.
Truckers.....	27	cents per hour.

Maintenance-of-way men:—

Track maintenance men—

First 9 months.....	27	cents per hour.
After 9 months.....	30	cents per hour.
Track greasers, \$60.00 per month.		

Meter men:—

First year.....	30	cents per hour.
Second year.....	32	cents per hour.
Third year.....	34	cents per hour.

Chilliwack line:—

The wages in force up to June 30, 1913, under the award of the Board of Arbitration, of which His Honour Judge Howay was chairman, shall continue as the schedule during the life of this schedule.

We recommend the acceptance of the foregoing schedule and conditions.

(Sgd.) D. MURPHY,
Chairman.

(Sgd.) HY. O. ALEXANDER,
Company's Representative on Board.

VANCOUVER, Aug. 13, 1913.

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WAGE SCHEDULE AS FIXED BY MINORITY OF BOARD.

This minority report was posted to the Minister of Labour and by his and the chairman's authority handed to the general manager of the British Columbia Electric Railway Company and the president of their employees' association.

1. No reduction in the wages of any present employee shall be allowed by reason of this schedule, which so far as any reduced rates are concerned shall only apply to men appointed after the thirtieth day of June, 1913.

2. Where the schedules in force to June 30, 1913, provide for future rates of increase beyond those submitted in this proposed schedule such increases of wages shall continue to accrue and be paid as the prescribed years of service mature, until the maximum recorded in the schedule under which the respective employees were serving on the thirtieth day of June, 1913, is attained.

3. Where the rates set forth in this schedule mean an increase to any employee they shall be deemed to have been in effect on and after the first day of July, 1913, and the company shall on the next payday after the date of joint acceptance of such increasing schedule by the company and the association pay to each employee concerned the amount that shall have accrued from such increase between June 30, 1913, and the date to which the wages payable on that payday are computed.

4. This wage schedule and the working conditions submitted by the Board shall be binding upon the company and its employees for at least one year from July 1, 1913, and thereafter from year to year unless changed by the parties hereto as follows:—

Either of the parties desiring to open up any part or parts of the working conditions or wages schedules shall notify the other party in writing of the desired change or changes at least thirty (30) days before the first (1st) day of May in any year.

Such amendments as can be mutually agreed upon shall be decided and signed drafts thereof exchanged between the company and the association not later than the twenty-first day of May, when any amendments still in dispute shall be referred to local arbitration, with instructions to submit their award not later than the twenty-first day of June, when joint authority shall be given to embody both the agreed and the awarded amendments in an amending agreement, which shall be duly signed by the authorized representatives of both parties not later than the next following thirtieth day of June for the then ensuing agreement year.

5. During the continuance of this schedule the following rates of wages, per hour, shall be paid to:—

Scale A. Motormen and Conductors:—

PERIOD.	City lines.	Interurban lines. District 1, 2 and 4	Rural lines. Fraser Valley, and Saanich.
	cents.	cents.	cents.
1st 6 months.....	27	28 and a half	32 and a half
2nd 6 months.....	30	31	35
2nd year.....	32	33	37
3rd year.....	34	35	39
4th year.....	36	37	41
5th year and after	38	39	43

N.B.—Motormen and Conductors in Work Train Service to receive one and a half cents per hour in addition.

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6. *Scale B. Baggage-men, Brakemen and Trolley-men:—*

PERIOD.	City lines.	Interurban lines.	Rural lines.
	cents.	cents.	cents.
1st 6 months.....	27	28 and a half.	32 and a half.
2nd 6 months.....	28	29 " "	33 " "
2nd year.....	29½	31	35
3rd year.....	31	32 and a half.	36 and a half.
4th year.....	32	33 " "	37 " "
5th year and after.....	33	34 " "	38 " "

7. *Shop and Barn Wages:—*

SCALE.	C.	D.	E.	F.
PERIOD.	Apprentices for all departments.	Brush hands, car cleaners.	Armature winders, helpers, blacksmiths' helpers, freight car repairers, mechanics' helpers, motor car repairers and sawyers.	Armature winders.
	cts. per hr.	cents.	cents.	cents.
1st year.....	15	27	28	37
2nd year.....	18	28	30	40
3rd year.....	23	29	32	43
4th year.....	30	30	34	46
5th year and after, regular trade rates.....		31	36	46

8.

	Cents per hour.
Air-brake fitters.....	44
Blacksmiths.....	48
Carpenters.....	47
Car wiremen.....	42
Freight car and rough painters.....	35
Freight car carpenters.....	40
Horseshoers' floorman.....	44
Machinists.....	48
Millmen.....	44
Painters.....	47

9.

PERIOD.	Metermen and Trimmers.	Troublemen.
1st year.....	32c. per hour.	30c. per hour.
2nd year.....	37c. per hour.	35c. per hour.
3rd year.....	42c. per hour.	40c. per hour.

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OTHER DEPARTMENTS.

10. Freight sheds:—

Checkers.....	30 cents per hour.
Truckers.....	27 cents per hour.

11. Teamsters:—

One horse wagoners.....	29 cents per hour.
Short order wagoners.....	33 cents per hour.
Freight and heavy wagoners.....	35 cents per hour.

12. Maintenance-of-way men:—

First 9 months.....	27 cents per hour.
After 9 months.....	30 cents per hour.

13. Other present members of the association not herein provided for to receive not less than three cents (3c) per hour increase.

14. Track greasers:—

1st year.	2nd year.	3rd year.
\$60.00	\$65.00	\$70.00 per month.

15. Clerks (other than those in head office and district manager's offices) :—

	1st year. per month.	2nd year. per month.	3rd year. per month.	4th year. per month.
General clerks.....	\$60.00	\$70.00	\$80.00	\$85.00
Car service and switch clerks.....	70.00	80.00	90.00	95.00
Billing and rate clerks.....	70.00	80.00	90.00	100.00

16. If during the continuance of this schedule ten or more men are permanently employed more than six consecutive months doing any grade work not herein provided for (other than those employed as foremen, chief clerks, or in similar supervising capacities) they shall be entitled to organize through the association and negotiate for reasonable scale of wages, on presenting written applications in duplicate to the general manager and the association.

17. I recommend the acceptance of the foregoing schedule, together with the "Conditions" submitted by the chairman, and jointly signed by all three members of this Board of Conciliation.

(Sgd.) MOSES B. COTSWORTH,
Employees' Representative on the Board.

VANCOUVER, B.C., Aug. 16, 1913.

VIII.—APPLICATION FROM CERTAIN EMPLOYEES OF THE HALIFAX AND SOUTH WESTERN RAILWAY COMPANY, BEING MEMBERS OF THE CANADIAN BROTHERHOOD OF RAILROAD EMPLOYEES.—BOARD ESTABLISHED.—UNANIMOUS REPORT BY BOARD.—AGREEMENT CONCLUDED.

Application received—July 7, 1913.

Parties concerned—The Halifax and South Western Railway Company and certain employees, members of the Canadian Brotherhood of Railroad Employees.

Applicants—Employees.

Nature of industry concerned—Railway.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—Directly, 34; indirectly, 5.

Date of constitution of Board—August 12, 1913.

Membership of Board—Mr. A. B. Crosby, Halifax, N.S., chairman, appointed on the joint recommendation of the other members of the Board; Major W. Ernest Thompson, Halifax, N.S., appointed on the recommendation of the employing company; and Mr. J. A. McDonald, also of Halifax, N.S., appointed on the recommendation of the employees concerned.

Report received—September 8, 1913.

Result of inquiry—A unanimous report was presented by the Board, embodying the terms of an agreement signed on behalf of both parties to the dispute, effective for one year from June 1, 1913, and thereafter, thirty days' notice to be given by either party desiring to revise same.

On September 8 the Minister received the unanimous report of the Board of Conciliation and Investigation appointed under the Industrial Disputes Investigation Act to inquire into matters in dispute between the Halifax and South Western Railway Company and certain of its employees, members of the Canadian Brotherhood of Railroad Employees. The number affected was given as thirty-four directly and five indirectly. The matters at issue related to the alleged refusal of the company to agree to a schedule providing for an increase of one and a half cents per hour and rules similar to those granted other employees.

The Board's report showed that an agreement had been concluded between the company and its employees which disposed of all matters at issue, effective for one year from June 1, 1913, and thereafter, thirty days' notice to be given by either party desiring to revise same. The agreement contained a wage scale, with provision for overtime, etc., and provided also for investigation in cases of dismissal or suspension.

REPORT OF BOARD.

Following is the text of the Board's report:—

HALIFAX, N.S., August 30, 1913.

To the HONOURABLE T. W. CROTHERS,

Minister of Labour, Ottawa.

SIR,—The undersigned members of the Conciliation Board, appointed to deal with certain matters of complaint between the Halifax & South Western

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Railway and some of its employees, desire to place on record their appreciation of the prompt and businesslike efforts put forth by your Department to have a Board appointed and assembled in this matter; and also of the courtesy and conciliatory spirit with which superintendent Bayne, representing the railway, and Messrs. Mosher and McLean, representing the men, approached and discussed with members of the Board the various points at issue.

(Sgd.) A. B. CROSBY, *Chairman.*

(Sgd.) W. ERNEST THOMPSON,
For the Company.

(Sgd.) J. A. McDONALD,
For the Men.

RULES AND RATES OF PAY GOVERNING CERTAIN CLASSES OF EMPLOYEES AS MENTIONED HEREIN.

ARTICLE 1.

The following rules and rates of pay will govern all employees mentioned herein on the Halifax and South Western Railway.

ARTICLE 2.

Employees shall be considered for promotion in the order of ability and seniority in the service, for any vacancy that may occur, or any new position that may be created.

ARTICLE 3.

Seniority will count from the date an employee last entered the service.

ARTICLE 4.

Any employee off duty on account of sickness for any reasonable length of time will not lose his seniority rights to the position held by him before reporting sick.

ARTICLE 5.

Where an employee is suspended or dismissed for an alleged fault he will be advised of the reason for such action, and a full and impartial investigation will be held and the employees advised of the decision within ten days. The employee will be advised to be present at such investigation, and may be accompanied by another employee from the same branch of the service. Should the investigation prove him blameless he will be reinstated and paid for time lost at his regular rate.

ARTICLE 6.

Employees will not be discriminated against for being members of a union or brotherhood, nor for serving on committees representing the men.

ARTICLE 7.

Ten hours will constitute a day's work, except on Saturdays, when nine hours will constitute a day's work with pay for ten hours.

ARTICLE 8.

Time and one-half will be paid for all time worked beyond the regular hours and for Sundays and the following public holidays, viz.: New Year's Day, Good Friday, Victoria Day, Dominion Day, Labour Day, Thanksgiving Day, and Christmas Day.

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ARTICLE 9.

The rates of pay shall be as follows:—

Machinists	21½ to 26½ cts. per hr.
Blacksmiths	21½ to 27½ cts. per hr.
Boilermakers	21½ to 25½ cts. per hr.
Machinists' helpers	16½ cts. per hr.
Blacksmiths' helpers	16½ cts. per hr.
Wheel turner	21½ cts. per hr.
Pipe fitter	18½ cts. per hr.
Car inspector	19½ cts. per hr.
Car inspector and wrecking foreman	18½ cts. per hr.
Pattern makers	21½ cts. per hr.
Car repairers and carpenters	18½ to 21½ cts. per hr.
Storekeepers' helper	16½ cts. per hr.
Shop boiler fireman	14 cts. per hr.
Freight checker and porter	\$50 per month.
Boilermakers' helpers	14 to 16½ cts. per hr.

For the purpose of rating there shall be added to the schedule of employees mentioned herein one cent per hour to the rate paid May, 1913, as from June 1, 1913, and a further increase of one cent per hour shall date as from May 1, 1914.

ARTICLE 10.

This agreement shall take effect first day of June, 1913, and remain in effect for one year and from year to year thereafter, unless and until revised. Thirty days' notice to be given by either party desiring to revise after the expiration of one year.

Signed on behalf of Employees:

(Sgd.) A. R. MOSHER.

Signed on behalf of the Company:

(Sgd.) HECTOR McINNIS.

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IX.—APPLICATION FROM THE MAINTENANCE-OF-WAY MEN, MEMBERS OF THE INTERNATIONAL BROTHERHOOD OF MAINTENANCE-OF-WAY EMPLOYEES, EMPLOYED BY THE GRAND TRUNK RAILWAY COMPANY.—BOARD ESTABLISHED.—UNANIMOUS REPORT BY BOARD.—SETTLEMENT REACHED.

Application received—July 30, 1913.

Parties concerned—The Grand Trunk Railway Company and maintenance-of-way employees, members of the International Brotherhood of Maintenance-of-Way Employees.

Applicants—Employees.

Nature of industry concerned—Railway.

Nature of dispute—Wages.

Number of employees affected—3,000.

Date of constitution of Board—August 27, 1913.

Membership of Board—His Honour Judge R. D. Gunn, Ottawa, Ont., chairman, appointed on the joint recommendation of the other members of the Board; Mr. F. H. McGuigan, Toronto, Ont., appointed on the recommendation of the employing company; and Mr. G. D. Robertson, Winnipeg, Man., appointed on the recommendation of the employees concerned.

Report received—September 20, 1913.

Result of inquiry—A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by both parties concerned.

The Minister received on September 20 the unanimous report of the Board of Conciliation and Investigation appointed under the Industrial Disputes Investigation Act to inquire into certain differences between the Grand Trunk Railway Company and its maintenance-of-way employees, members of the United Brotherhood of Maintenance-of-Way Employees, to the number of 3,000. The dispute grew out of the employees' demand for a general increase in wages.

The Board, in its report, stated that by frequent negotiation and friendly conference most of the matters in dispute had been satisfactorily disposed of, the following points being left for investigation by the Board, namely: (1) a change or revision of the methods of compensation from a monthly to a daily basis for section yard and extra gang foremen; (2) compensation for overtime for all foremen; and (3) a general increase in rates of pay of extra gang section and yard foremen and their men. The Board expressed the opinion that there would be no material advantage to foremen in changing the present method of compensation from a monthly to a daily basis, but recommended that all foremen should be paid the customary allowance for overtime, also in view of the extra hazardous service rendered by snow plough employees, foremen should be paid \$1.00 per day in excess of their regular rate, and other track employees 75c per day in excess of their usual rate while in snow plough service. Regarding the increase asked for, the Board stated that the company had promised a very substantial increase in the rates of pay of maintenance-of-way men to take effect not later than March 1, 1914.

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Communications were received from both parties concerned, to the effect that the award was acceptable and that the dispute would be adjusted accordingly.

REPORT OF BOARD.

Following is the text of the Board's report:—

In the matter of the Industrial Disputes Investigation Act, 1907, and a dispute between the Grand Trunk Railway Company (Employer) and its maintenance-of-way employees (Employees).

To the HON. T. W. CROTHERS, K.C.,
Minister of Labour, Ottawa, Ont.

The Board was established by the Acting Minister of Labour on the first day of August, A.D. 1913, to investigate and report upon the dispute between the above parties outlined in the application of the employees filed on or about the twenty-fifth day of July, A.D. 1913, for a Board of Conciliation.

After advice that the Board had been established, the chairman notified the gentlemen acting for the respective parties, and a meeting was held at the city of Toronto on the fourth day of September, A.D. 1913, and there was laid down the procedure to be followed in the investigation, and a date and place of meeting fixed for the taking of evidence and hearing of argument and further discussion after it becomes fully apparent that no agreement could be arrived at.

Pursuant to the appointment the Board met at Toronto again on the 15th, 16th, 17th and 18th days of September, A.D. 1913, and were attended by Mr. H. G. Kelly, vice-president of the Grand Trunk Railway; Mr. Safford, chief engineer; Mr. M. S. Blicklock, engineer of maintenance-of-way; Mr. Bowker, general superintendent, and George Beckingham, superintendent of track of Montreal Division; Mr. H. E. Wittenberger, general superintendent; Henry Ferguson and Mr. M. McCooe, superintendents of track of Ontario Division; Mr. U. E. Gillen, general superintendent, and John H. Regan, superintendent of track of Chicago Division, on behalf of the employers, and Mr. A. B. Lowe, president, and Mr. M. J. Powers, vice-president of International Brotherhood of Maintenance-of-Way Men; John J. Mainhood, chairman, and H. W. Lindstron, secretary of employees' committee; W. F. Clark, M. Shaw, G. Gerald, Fred Foster, G. H. Cummings, Edward O'Flattery, witnesses summoned on behalf of the employees' committee, and George W. Murray, chairman of Intercolonial Committee of Maintenance-of-Way Employees.

After the procedure to govern the presentation of evidence and argument on behalf of the respective parties had been explained and agreed upon, the case on behalf of the employees was outlined by Mr. Lowe, and the original dispute between the parties narrowed down to the following:—

(1) A general increase in rates of pay to extra gang section and yard foremen and their men on the Grand Trunk system.

(2) A change or revision of the methods of compensation from a monthly to a daily basis for the section yard and extra gang foremen.

(3) Compensation for overtime for all foremen.

All other matters touching the questions in difference between the parties hereto had by frequent negotiation and friendly conference been satisfactorily disposed of.

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It appeared that the employees were organized only in April last, and had been granted a set of satisfactory working rules, and the serious questions above set out were the main subjects of deliberation by the Board.

After hearing all testimony and the reading of the reports filed by Mr. Lowe, and such further discussion and argument as was desired to be advanced on behalf of the employees, and the evidence of the general superintendents and superintendents of track, and the statements of vice-president Kelly and chief engineer Safford had been fully heard, the Board advised a further conference between the officers of the company and the officials and representatives of the employees, with the result that the Board now feels after full consideration justified in making the recommendations following:—

(1) That in our opinion there would be no material advantage or benefit to foremen in changing the present method of their compensation from a monthly to a daily basis.

(2) That all foremen be paid the customary allowance for all overtime or extra service rendered beyond the regular ten hour period.

(3) That in view of the extra hazardous and exacting service rendered by snow plough employees, we recommend that all foremen be paid one dollar per day in excess of their regular rate, and the other track employees in such service be paid seventy-five cents per day in excess of their usual rate while in snow plough service.

(4) That in view of the statements of the vice-president and other officers of the company to this Board emphasizing the representations previously made by the president of the company to the Minister of Labour explaining the inability of the company to grant at present any increases in rates of pay to its employees, we are in accord with the proposition from the company's executive officials to the employees and their representatives as a result of the conference on the rates of pay held at the conclusion of the hearing at the suggestion of this Board, by which there will be, according to the promises of the president and vice-president, a fair, reasonable, appreciable, substantial increase in the rates of pay of the maintenance-of-way men on the Grand Trunk Railway system, to take effect not later than the first day of March, A.D. 1914, and we recommend the acceptance of these promises with every confidence that in letter and spirit the conditions submitted as to increase of rates of pay will be fulfilled by the employers.

(Sgd.) F. H. McGUIGAN,
On behalf of the Company.

(Sgd.) G. D. ROBERTSON,
On behalf of the Employees.

(Sgd.) R. D. GUNN, *Chairman.*

X.—APPLICATION FROM SHOP EMPLOYEES. MEMBERS OF THE INTERNATIONAL ASSOCIATION OF MACHINISTS. BROTHERHOOD OF RAILWAY CARMEN OF AMERICA. INTERNATIONAL BROTHERHOOD OF BLACKSMITHS AND HELPERS. AND INTERNATIONAL BROTHERHOOD OF BOILERMAKERS. IRON SHIPBUILDERS AND HELPERS, EMPLOYED BY THE QUEBEC CENTRAL RAILWAY COMPANY AT SHERBROOKE, QUE.—SETTLEMENT REACHED THROUGH NEGOTIATION PENDING ESTABLISHMENT OF BOARD.

Application received—August 7, 1913.

Parties concerned—The Quebec Central Railway Company and shop employees at Sherbrooke, Que., members of the International Association of Machinists, Brotherhood of Railway Carmen of America, International Brotherhood of Blacksmiths and Helpers, and International Brotherhood of Boilermakers, Iron Shipbuilders and Helpers.

Applicants—Employees.

Nature of industry concerned—Railway.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—Directly, 149; indirectly, 40.

Pending the establishment of a Board, a satisfactory arrangement was arrived at by the parties concerned.

The application of the shop employees of the Quebec Central Railway Company, Sherbrook, Que., stated that the dispute grew out of the refusal of the company to accede to the request of the employees concerned for the adoption of a schedule of rules and rates of pay, providing for increased wages. An officer of the Department proceeded to Sherbrooke at the request of the Minister for the purpose of conferring with the parties, and in the course of ensuing correspondence the Department was informed that negotiations were in progress between the company and a committee of the men, which rendered the establishment of a Board unnecessary at that time. In a letter subsequently received in the Department from the general manager of the Quebec Central Railway Company, the following statement was made: "A satisfactory arrangement has been made with the Quebec Central employees and the officials in respect of wages and working conditions."

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XI.—APPLICATION FROM STATION AND TELEGRAPH EMPLOYEES.
MEMBERS OF THE ORDER OF RAILROAD TELEGRAPHERS.
EMPLOYED BY THE GRAND TRUNK RAILWAY COMPANY.—
BOARD ESTABLISHED.—AWARD ACCEPTED BY BOTH PARTIES.

Application received—August 25, 1913.

Parties concerned—The Grand Trunk Railway Company and station and telegraph employees, members of the Order of Railroad Telegraphers.

Applicants—Employees.

Nature of industry concerned—Railway.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—1,300.

Date of constitution of Board—September 11, 1913.

Membership of Board—His Honour Judge R. D. Gunn, Ottawa, Ont., chairman, appointed on the joint recommendation of the other members of the Board; Mr. F. H. McGuigan, Toronto, Ont., appointed on the recommendation of the employing company; and Mr. J. G. O'Donoghue, Toronto, Ont., appointed on the recommendation of the employees concerned.

Report received—November 25, 1913.

Result of inquiry—Report of Board was signed by all three members of the Board, Mr. O'Donoghue, however, dissenting on one or two points. The award was accepted by both parties concerned.

The Minister received, on November 25, the report of the Board of Conciliation and Investigation which had been appointed to inquire into a dispute between the Grand Trunk Railway Company and its station and telegraph employees, members of the Order of Railroad Telegraphers. The application stated that 1,300 employees were affected, and that the dispute grew out of the inability of the parties concerned to come to an agreement regarding certain portions of the schedule proposed by the employees, involving wages, hours, and various other conditions of employment.

In the report of the Board it was stated that after many protracted meetings attended by officers of the railway company and the employees' committee, and several interviews with President Chamberlin, the Grand Trunk Railway Company agreed to increase the regular monthly rates by the sum of \$200,000 annually, one-half to be granted on January 1, 1914, and the balance on January 1, 1915, this sum to be distributed among the employees referred to in the schedule submitted, with the exception of train despatchers and a number of station agents and telegraphers at specified points. The acceptance of this arrangement and of the schedule of working rules proposed was recommended by the Board to become effective from January 1, 1914.

Mr. J. G. O'Donoghue, the employees' nominee on the Board, favoured the inclusion of train despatchers in the proposed schedule. His Honour Judge R. D. Gunn, the chairman, and Mr. F. H. McGuigan, the company's nominee, differed, however, from this view, and gave in the report their reasons for so doing.

The award was accepted by both parties.

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REPORT OF BOARD.

Following is the text of the Board's report:—

In the matter of the Industrial Disputes Investigation Act, 1907, and of a dispute between the Grand Trunk Railway Company (employer) and the station and telegraph employees (employees).

To the Honourable the Minister of Labour.

Under the direction and authority of the Acting Minister of Labour, the Board established on the second day of September, A.D. 1913, proceeded according to arrangement with the parties concerned to investigate and thoroughly enquire into the dispute set out in the application and proceedings filed in your department, and were attended by Vice-President Howard G. Kelly, General Superintendents H. E. Whittenberger, Toronto, Ont.; U. E. Gillen, Chicago, Ill., and C. G. Bowker, Montreal, Que.; H. F. Coyle, Belleville, Ont.; P. J. Lynch, Allandale, Ont.; J. C. Crombly, St. Thomas, Ont.; W. R. Davidson, London, Ont.; C. Forester, Stratford, Ont.; J. H. Gordon, Hamilton, Ont., on behalf of the employers, and David Campbell, Toronto, Ont.; F. A. Parent, Casselman, Ont.; E. N. Granger, Scarboro Jct., Ont.; O. A. Cowan, Berlin, N.H.; A. O. Talbot, St. Isidore Jct., Que.; F. Ouellette, Tecumseh, Ont.; W. M. Middleton, Breslau, Ont.; E. Barlow, Thornton, Ont.; G. E. McTaggart, Blyth, Ont.; F. A. Malcolm, Woodstock, Ont.; R. W. Groves, Markham, Ont.; L. M. Eddy, Marcellus, Mich.; A. E. McNamara, Drayton Plains, Mich.; J. W. Case, Otterburn, Mich.; P. A. Donaldson, Gagetown, Mich.; G. D. Robertson, Welland, Ont.; D. L. Shaw, London, Ont., on behalf of the employees.

The employees had submitted a set of working rules seeking many important and serious changes governing their employment, besides large increases in the rates of compensation—introducing and embracing a branch, namely, the train despatchers—many station agencies on the system theretofore closed to the employees, extensive questions of overtime as well as substantial advances in rates of pay, and many of these had been and were stoutly resisted by the employers, and had been the subjects of many conferences and discussions extending over a long period of time, all involving a careful and exhaustive hearing requiring the exercise of unlimited patience and study on the part of the Board and committees, as the employees considered, rightly or wrongly, that an intolerable and unjust condition pertaining to their services existed, and an apparent spirit of distrust on all sides as an outgrowth of such conditions aggravated the situation materially.

It is submitted that as no adequate benefits would accrue by setting out a detailed history of the evidence or steps taken by the Board in bringing about what they feel is a satisfactory adjustment of the differences in dispute herein, but on the other hand there might be grounds provided for prolonging the controversy between the parties from taking such a course, consequently the Board have refrained from making any unnecessary references in this report.

After many protracted meetings attended by all the officers heretofore named, and several interviews with President Chamberlain, the employers have agreed to increase the regular monthly rates by the sum of \$200,000 annually, one half thereof to be granted on January 1, 1914, and the balance on January 1, 1915. The said sum to be distributed among the employees referred to in Article 1 of Schedule "A," except the station agents at Berlin, N.H., Island Pond, Richmond, St. Lambert, Coteau Jct., Brockville, Belleville,

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Cobourg, Lindsay, Midland, Madawaska, Gravenhurst, Scotia Jet., Collingwood, Palmerston, Owen Sound, Ont., St. Catharines, Brantford, Sarnia Tunnel, Goderich, York, Battle Creek, South Bend, Valparaiso, Pontiac, Grand Rapids, Grand Haven, Muskegon, Saginaw, Bay City and Jackson, and the telegraphers employed in Montreal "NA" Office, Toronto "C" Office, and Chicago "UN" Office. The acceptance of this arrangement and schedule of working rules governing the employment and service of telegraphers is recommended by the Board to become effective from January 1, 1914.

Mr. O'Donoghue is strongly of the opinion that the train despatchers should be included in the schedule and that the provision dealing with the despatchers in the employees' proposed schedule should be included in the recommendations of the Board. He also thinks that the overtime should be computed on the basis of twenty-six days per month.

While the Board are divided on the question as to inclusion of the train despatchers in this schedule at the present time, the majority of the Board desire to state that in differing with Mr. O'Donoghue on this point they are governed by the fact that the use of the telephone in train despatching is being put in general operation on the system and may introduce many altered conditions not now foreseen—the despatchers are not included in the telegraphers' schedules on the majority of railroads on the continent and never have been in the schedule here. The company strongly and emphatically oppose any change including the eighty-seven train despatchers at present, for the reason that they are in confidential fiduciary standing in relationship with the company and should not owe allegiance to any body or union but the railroad company, and the company have recently increased the compensation of the despatchers, which increase we understand is permanent and not from any improper motive.

We desire to put on record the high appreciation of the work of Mr. D. Campbell, vice-president of the O. R. T., and his committee, evidenced in the careful and exceedingly well prepared case they presented on behalf of the employees, and the strong efforts made by them to bring about a peaceful solution of the dispute without in any way losing sight of the important interests in their keeping, as well as to express our thanks to Vice-President Kelly, and his divisional superintendents for the assistance rendered by them, amply shown by their evident desire to be fair towards all interested.

(Sgd.) H. D. GUNN,
Chairman.

(Cgd.) F. H. MCGUIGAN,
For the Company.

(Sgd.) J. G. O'DONOGHUE,
For the Employees.

Dated November 21, 1913.

SCHEDULE "A."

ARTICLE 1.

All employees assigned by proper authority to railway telegraph or railway telephone service of any character or duration and the station agents incorporated in this schedule will be considered telegraphers within the meaning thereof, except train despatchers.

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ARTICLE 2.

(a) Promotion of telegraphers shall extend over each superintendent's division, and will be governed by merit and ability. Where ability is sufficient seniority will have the preference, superintendent being the judge. Telegraphers will not be required to accept promotion, but do not forfeit their rights to the same or any other position to which they may be entitled under seniority when a vacancy occurs. When a telegrapher accepts a transfer, and after a fair trial is found incapable, he will take his place on the extra list, retaining his seniority.

(b) In case of a reduction in the number of telegraphers employed, the senior telegraphers on their respective divisions will be retained in preference to telegraphers junior to them, and any telegrapher so displaced will be given preference for any position held by a telegrapher junior in the service, merit and ability being sufficient.

(c) All vacancies and proposed appointments to new positions which it is intended to create will be advertised on the superintendent's division upon which they occur by a "23" message within five days, and a telegrapher shall have ten days from the date of such message within which to file application.

(d) A telegrapher on leave of absence when a vacancy occurs will not be debarred from claiming the position and receiving the appointment upon resuming duty if entitled to it.

(e) A correct list of all telegraphers on each superintendent's division, showing their seniority standing, will be kept on file in every chief train dispatcher's office, open to the inspection of all telegraphers concerned. A copy of such list corrected to date will be furnished the general chairman at the beginning of each year.

ARTICLE 3.

A telegrapher will not be suspended or discharged without just cause, and if suspended or discharged for an alleged fault, the reason will be given in writing, and he shall have a fair and impartial trial, at which he may be assisted by another telegrapher if he desires, without expense to the company, and be advised of the decision within fifteen days after filing his written request with the proper officer. If suspended for investigation, such investigation will be held and he will be advised of the decision within fifteen days without such request. If blameless as charged he will be paid his regular salary and be reinstated. Date of suspension to begin from date relieved for investigation or within fifteen days from date of decision. If detained more than fifteen days awaiting investigation at the company's instance, he will be paid for time lost in excess of fifteen days whether found guilty or not. If decision rendered is considered unjust, an appeal may be made verbally or in writing to higher officials.

ARTICLE 4.

There will be no discrimination against telegraphers for being members of the Order of Railroad Telegraphers, and when called on to serve on Boards of Adjustment they will be relieved without unnecessary delay (such delay not to exceed ten days) for such purpose, and only on request of their chairman.

ARTICLE 5.

Telegraphers will be granted free transportation and leave of absence to attend their meetings. Such free transportation will not extend beyond the

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next division adjoining their superintendent's division, and leave of absence will not exceed two days, and will only be granted when it will not interfere with the requirements of the traffic and the service, and provided that the company is not put to additional expense.

ARTICLE 6.

Telegraphers, upon application, will, if possible, be furnished with certified copies of all service cards and letters of recommendation held by the company, and on leaving the service the originals shall be returned, and they shall also receive a letter stating term of service, capacity in which employed, and whether discharged or leaving of their own accord. If discharged, reason shall be given; if detained more than five days awaiting receipt of service card they will be paid schedule wages for all time in excess of five days. Unless otherwise requested, they will be mailed to the telegrapher to the place of his last employment.

ARTICLE 7.

When a telegrapher is transferred by order of the proper official, the company will furnish free transportation for himself, family and household goods, where such free transportation is not contrary to law, and he shall suffer no loss of time in consequence.

ARTICLE 8.

A telegrapher called upon to attend court or investigation at the request of a proper official of the company shall receive the same compensation as if on duty. If away from home he will be allowed reasonable expenses, any witness fees which may accrue to him to be retained by the company.

ARTICLE 9.

Telegraphers performing duty at wrecks or other emergency offices will be paid their regular wages and reasonable expenses.

ARTICLE 10.

Telegraphers will not be required to clear platforms of snow, cut or pile wood, load or unload wood or coal, sift ashes, scrub stations, clean chimneys, clean or disinfect stock cars or outbuildings.

ARTICLE 11.

Telegraphers will not be required to teach telegraphy, nor shall a telegrapher teach telegraphy on the company's premises without permission of the superintendent.

ARTICLE 12.

If telegraphers are required to attend switch or semaphore lamps they will be paid four dollars (\$4.00) per month for six (6) or less such lights, and fifty (50) cents per month for each additional switch or semaphore light at such station. Nothing in this article will relieve telegraphers from their responsibilities under the rules.

ARTICLE 13.

At stations where dwelling, fuel and light are provided, the dwelling will as far as practicable be reserved exclusively for the use of the agent and his family unless he elects to reside elsewhere.

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The company will keep its dwellings in good repair. Occupants must keep such dwellings and their surroundings clean and must pay for repairs other than those due to ordinary wear and tear.

A telegrapher occupying a company's dwelling and who may be dismissed from the company's service will be allowed to retain occupancy of the dwelling until he is paid all moneys due him by the company unless payment of such moneys is restrained by legal process. When wood is supplied for fuel it will be cut in lengths not exceeding sixteen inches.

ARTICLE 14.

Present arrangements by which telegraphers are now paid commissions by express, and telegraph companies doing business on the Grand Trunk premises, will be continued during the lifetime of this schedule.

ARTICLE 15.

(a) Except at offices where the hours of service are restricted by law to less than eleven hours per day, where not more than two telegraphers are employed eleven consecutive hours, including meal hour, shall constitute a day's work.

At offices where more than two telegraphers are employed ten consecutive hours, including meal hour, will constitute a day's work, or at the company's option eight consecutive hours without a meal hour.

(b) Telegraphers working more than eight consecutive hours per day will be allowed sixty consecutive minutes for a meal between the fourth and sixth hours of service, or in lieu thereof they will be paid one hour overtime and will be excused for lunch as soon thereafter as possible.

ARTICLE 16.

(a) A telegrapher required to remain on duty longer than the number of hours constituting a day's work will be given an official order and be excused in the same manner, and will be allowed overtime as per clause (b).

(b) Overtime will be computed *pro rata* on schedule wages on the basis of thirty days per month, but in no case at less than thirty (30) cents per hour.

In computing overtime, less than thirty minutes will not be counted, thirty minutes and less than sixty will be counted as one hour.

(c) If a telegrapher is called before or after his regular hours he will be allowed fifty (50) cents for each call for which one hour's service shall, if necessary, be performed, except when a telegrapher is required to attend a regular scheduled train due at his station within three hours after his regular eleven hours' duty, when he will receive thirty (30) cents for the first hour of duty or any portion thereof. If required on duty more than one hour he will be paid overtime thereafter. Fractions of an hour to be computed as per clause (b).

(d) Except in cases of emergency, telegraphers will be allowed eight consecutive hours off duty in the twenty-four.

(e) Overtime will not be allowed unless overtime tickets consecutively numbered are mailed to the proper official within forty-eight hours from the time service is performed. If overtime is not allowed, telegraphers will be notified within ten days from the time service was performed, setting forth the reasons.

ARTICLE 17.

Telegraphers required to work on Sundays will be paid extra *pro rata* on schedule salary for such service based on twenty-six days per month (and portion

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of an hour less than thirty minutes or over to count as one hour) with a minimum compensation of thirty (30) cents for each call, which shall cover the first hour's service. If kept on duty more than one hour they shall thereafter be paid pro rata on schedule salary.

Telegraphers required for Sunday duty other than attendance on regular passenger trains will, if possible, be so advised on the previous day.

ARTICLE 18.

Telegraphers who have been in the employ of the company four or more consecutive years will be allowed two weeks' leave of absence each year, with full pay.

If the company find it inconvenient to grant leave of absence during any year to a telegrapher who has applied for and is entitled to it under this rule, the telegrapher shall, at his option, receive either compensation at his regular salary for the period, or in the next year additional leave of absence for a like period.

Applications for leave of absence filed in January of each year will be given preference in the order of seniority of applicants, and applicants will, if possible, be advised in February of dates allotted to them. January applicants will have preference over later applicants, and applicants after September 30 will not be entitled to salary compensation if the company is unable to relieve them in that year. The company will, as far as practicable, relieve applicants during the summer season when so desired.

In the event of a telegrapher being discharged or leaving the service on proper notice before obtaining the deferred leave of absence he will be paid his salary for same.

ARTICLE 19.

A sufficient number of relief agents will be employed to meet all reasonable demands. When away from headquarters they will be allowed fifty (50) cents per day expenses. Any telegrapher relieving an agent will be considered a relief agent.

Telegraphers called away from their regular positions to relieve an operator temporarily will be paid five dollars (\$5.00) per month in addition to regular salary, but not less than the salary of the party relieved.

CORRECTION OF FOREGOING REPORT.

On December 3 the department was notified by the Board of an omission from the foregoing report. The communications bearing on this point are as follows:—

TORONTO, December 1, 1913.

HIS HONOUR JUDGE GUNN, Ottawa, Ont.

DEAR SIR,—

Re G. T. R. and O. R. T.

In the final draft of the Board's report we forgot to include our recommendation as to the manner in which the proposed increase should be distributed. The provision was in the first draft of our report and was intended to be in the

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final. The provision read: "The said sum of \$200,000 to be distributed as the officials of the company and the committee of the men may agree." We agree in saying that this should constitute part of the report, and ask that you notify the Department accordingly.

Faithfully yours,

(Sgd.) J. G. O'DONOGHUE,
(Sgd.) F. H. McGUIGAN,
(Sgd.) R. D. GUNN.

JUDGES' CHAMBERS, Ottawa, Can., Dec. 3, 1913.

HON. T. W. CROTHERS, Minister of Labour, Ottawa.

Re G. T. R. and O. R. T.

MY DEAR SIR,—I just discovered that by an unfortunate omission the report filed does not say how the \$200,000 increase to the men is to be distributed. The intention was to provide in the report that "the said sum of \$200,000 to be distributed as a committee of the men and the officials of the company may agree," and to authenticate this intention I enclose you a signed statement by the Board, which I trust will put the matter out of doubt.

Yours very truly,
(Sgd.) R. D. GUNN.

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XII.—APPLICATION FROM CERTAIN STEAMSHIP COMPANIES TRADING TO THE PORT OF ST. JOHN, N.B., COMPRISING ALLAN LINE, C. P. R. STEAMSHIP LINES, DOMINION COAL COMPANY, ELDER DEMPSTER & COMPANY, FURNESS WITHY & COMPANY, HEAD LINE, NEW ZEALAND SHIPPING COMPANY, AND ROBERT REFORD COMPANY, LIMITED (DONALDSON LINE).—BOARD ESTABLISHED.—UNANIMOUS REPORTS BY BOARD.—AWARDS ACCEPTED BY ALL PARTIES CONCERNED.

Application received—October 14, 1913.

Parties concerned—Certain Steamship Companies trading to the Port of St. John, N.B., comprising Allan Line, C.P.R. Steamship Lines, Dominion Coal Company, Elder Dempster & Company, Furness Withy & Company, Head Line, New Zealand Shipping Company, and Robert Reford Company, Limited, (Donaldson Line), and longshoremen some of them being members of Local No. 273, International Longshoremen's Association, also coal handlers and trimmers employed by the Dominion Coal Company, members of Local No. 810, International Longshoremen's Association.

Applicants—Employers.

Nature of industry concerned—Shipping.

Nature of dispute—Wages, hours, and conditions of employment.

Number of employees affected—1,049.

Date of constitution of Board—October 22, 1913.

Membership of Board—Mr. Walter E. Foster, St. John, N.B., chairman, appointed on the joint recommendation of the other members of the Board; Mr. John E. Moore, St. John, N.B., appointed on the recommendation of the employing companies; and Mr. J. E. Tighe, also of St. John, N.B., appointed on the recommendation of the employees concerned.

Reports received—November 14, 1913; November 21, 1913.

Result of inquiry—A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute. This report concerned all interests affected except the Dominion Coal Company and its employees, a separate investigation being made in this case. In the former case the shipping companies and employees concerned bound themselves under Section 62 of the Act to abide by the award. In the latter case the award was also unanimous and was accepted by both parties concerned.

The Minister received, on November 14, the unanimous report of the Board of Conciliation and Investigation appointed to inquire into a dispute between certain steamship lines trading to the port of St. John, comprising Allen Line, Canadian Pacific Railway Steamship Lines, Elder Dempster & Co., Furness, Withy & Co., Head Line, New Zealand Shipping Co., Robert Reford Co., Ltd., (Donaldson Line) and longshoremen. The application in this case included the Dominion Coal Company and its coal handlers and trimmers, members of Local No. 810 of the International Longshoremen's Association. It was subsequently agreed by the parties concerned that a separate investigation should be made of this dispute. A unanimous report in this case was received on November 21.

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The total number of employees affected by these several disputes was placed at 1,049. The matters at issue related to wages, hours, and other conditions of employment.

The report in the former case made certain recommendations for the settlement of the dispute, and also recommended that the proposed agreement should go into operation on November 16, 1913, and continue in force until December 31, 1914, and thereafter from year to year until either party gives notice to the contrary at least thirty days prior to the expiration of any calendar year. A further recommendation was made to the effect that the Shipping Federation, the Federal Government and the City of St. John should co-operate in providing a shelter house at West St. John in order that the men might be properly housed when waiting during nights. Communications were received in the Department from the parties interested in which they agreed to be bound by the award of the Board in accordance with the provisions of section 62 of the Act.

The report which was presented by the Board in the case of the dispute between the Dominion Coal Company and its coal handlers and trimmers also made certain recommendations for the settlement of the existing differences, and recommended also that the proposed rules and conditions should take effect on November 15, 1913, and remain in force until midnight December 31, 1914.

The award was accepted by both parties concerned.

REPORT OF BOARD IN DISPUTE BETWEEN CERTAIN STEAMSHIP LINES TRADING TO THE PORT OF ST. JOHN AND LONGSHOREMEN.

The text of the unanimous report of the Board of Conciliation and Investigation in the above matter is as follows:—

ST. JOHN, N.B., November 12, 1913.

In the matter of the Industrial Disputes Investigation Act, 1907, and in the matter of the dispute between the longshoremen of the port of St. John (Employees), and The Robert Reford Company, Limited; Furness. Withy & Co., Ltd., Allan Line, Elder Dempster & Co., New Zealand Shipping Company, and the Canadian Pacific Railway S.S. Lines (Employers).

DEAR SIR,—The undersigned members of the Board of Conciliation appointed in this matter beg respectfully to submit as follows:—

We held our first meeting on the 28th ultimo, and have had continuous meetings since. After a thorough discussion of the various questions in dispute, this Board is happy to state that it has come to the unanimous conclusion, and their recommendations are contained in the following sections:—

1. 10 hours shall constitute a day's or night's work from November 15 to April 30 inclusive, and 9 hours shall constitute a day's or night's work from May 1 to November 15.

2. Double time to be paid for meal hours, and overtime at the prevailing rate of wages.

3. The prevailing rate of wages to be paid for rigging and un-rigging of gear, hauling staging, handling hatches, etc.

4. Half time at the prevailing rate of wages to be paid the men for waiting when ordered out at 7 p.m. until 12 p.m., and when men are ordered out again

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at 1 a.m., they must be paid full rate from that time until regular knocking-off time in the morning.

5. Double time to be paid the men at the prevailing rate of wages if required to work on Sundays and the following holidays, viz., Dominion Day, New Year's Day, Good Friday, Christmas Day, and that these Sundays and holidays shall constitute of 24 hours from midnight to midnight. Should any of these holidays fall on Sunday, and the following Monday be declared a holiday by the Government, such Monday shall be considered a holiday under this section.

6. No work to be performed on Labour Day.

7. Five cents per hour extra to be paid for sulphur in bulk and salt in bulk on week days, day or night, and *pro rata* on Sundays and holidays.

8. Any ship taking nothing else but deals after the discharge of her cargo shall be termed a deal boat. Any ship taking general cargo, and deals, shall be termed a cargo boat.

9. Fifteen (15) men to constitute a gang for loading and discharging cargo boats, except in the case of bulk coal overside into scows, or carts or cars, when the number of men in gang shall be thirteen (13), extra two men to be otherwise employed, and in the case of deal boats, the number of men per gang shall not be less than ten (10).

10. As a general understanding for the handling of cargo, so as to prevent any misunderstanding, the following is adopted:—

Pine and, or spruce deals, per sling, 14 pieces 3 inch.

Pine and, or spruce deals, per sling, 16 pieces 2 inch.

Where spruce and, or pine scantling or deals shall be slung together, not less than the equivalent of 14 pieces of 3 inch deals.

Pine and, or spruce, 1 inch, 31 pieces per sling.

Pine and, or spruce scantling, 20 pieces per sling.

Pine and, or spruce deal ends, 20 pieces per sling.

Sawn birch, per sling, 8 pieces 4 inch.

Sawn birch, per sling, 10 pieces 3 inch.

Sawn birch, per sling, 15 pieces 2 inch.

Sawn birch, per sling, 20 pieces 1 inch.

Flour, 140 lbs. sacks, 10 per sling, 5 per truck.

Flour, 280 lbs. sacks, 5 per sling, 2 per truck.

Flour, 98 lbs. bags, 15 per sling, 5 per truck.

Pig iron, large, 10 pieces per sling, 10 pieces per truck.

Pig iron, small, 15 pieces per sling, 15 pieces per truck.

Salt, in bags, 5 bags per sling, 5 bags per truck.

Coal, in bags, 5 bags per sling, 5 bags per truck, when stacked in shed, or when stacked outside shed and two men per truck. When discharged into lighters, 9 bags per sling.

Oilcake, 6 bags per sling, 3 bags per truck.

Axles, large, one per sling, one per truck.

Axles, small, two per sling, two per truck.

Car rims, one shall constitute a sling whether large or small.

Apples, in barrels, 6 per sling, 3 per truck.

Potatoes, in barrels, 5 per sling, 3 per truck.

Flour, in barrels, 5 per sling, 3 per truck.

Sugar, large, 5 bags per sling.

Sugar, small, 15 bags per sling.

Hay, 6 bales per sling.

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11. No man shall stay in hold of any ship or vessel while grain is running.

12. All orders to the men must be issued through their respective foremen.

13. All freight when trucked outside between sheds must have two men to truck.

14. When working cargo out of one hatch and working winch of another hatch to handle same, a man be placed near the winchman to pass word from the hatchman to the winchman.

15. Thirty-five cents per hour by day or night during the winter season and 40 cents per hour, day or night during the summer season. 12½ cents per hour extra to be paid for handling bulk grain on week days. 25 cents per hour extra for handling bulk grain on Sundays and holidays, over the prevailing rate of wages on such Sundays and holidays.

16. Should the work on the steamer or ship begin during the summer months and continue into the winter months, or begin in the winter months and continue into the summer months, the schedule of wages for such steamer shall continue the same as at the beginning of the work until she is completed.

17. This agreement shall go into operation on the sixteenth day of November, 1913, and continue in force until December 31, 1914, and shall continue thereafter from year to year unless, or until, either party gives notice to the contrary at least thirty (30) days prior to the expiration of any calendar year.

The Board recommends that the Shipping Federation, the Federal Government, and the City of St. John co-operate in providing a shelter house at West St. John, in order that the men may be properly housed when waiting during nights. This recommendation is made on account of no means of transportation after 11.30 p.m. at nights from the west side of the harbour to the east side, where most of the men live.

(Sgd.) WALTER E. FOSTER,
Chairman.

(Sgd.) JOHN E. MOORE.

(Sgd.) J. E. TIGHE.

HON. T. W. CROTHERS,
Minister of Labour, Ottawa, Ont.

1. *Winter Schedule. (Week days.)* Rate per hour:—

35 cents for day or night work.

47½ cents for bulk grain, day or night.

70 cents for meal hours and overtime.

95 cents for grain, meal hours.

17½ cents for waiting time from 7 to 12 p.m.

35 cents for waiting and working time, 1 to 6 a.m.

2. *Winter Schedule. (Sundays and Legal Holidays.)* Rate per hour:—

70 cents for day or night work.

95 cents for bulk grain, day or night.

\$1.40 for meal hours and overtime.

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\$1.90 for bulk grain, meal hours.
35 cents for waiting time, 7 to 12 p.m.
70 cents for waiting and working time, 1 to 6 a.m.

3. *Summer Schedule. (Week days.)* Rate per hour:—

40 cents, day or night work.
52½ cents for bulk grain, day or night.
80 cents for meal hours and overtime.
\$1.05 for bulk grain, meal hours.
20 cents for waiting time, 7 to 12 p.m.
40 cents for waiting and working time, 1 to 5 a.m.

4. *Summer Schedule. (Sundays and Legal Holidays.)* Rate per hour:—

80 cents for day or night work.
\$1.05 for bulk grain, day or night.
\$1.60 for meal hours and overtime.
40 cents for waiting time, 7 to 12 p.m.
80 cents for waiting and working time, 1 to 5 a.m.

REPORT OF BOARD IN DISPUTE BETWEEN THE DOMINION COAL COMPANY AND COAL HANDLERS AND TRIMMERS.

The text of the unanimous report of the Board of Conciliation and Investigation in the above matter is as follows:—

ST. JOHN, N.B., November 19, 1913.

In the matter of the Industrial Disputes Investigation Act, 1907, and in the matter of the dispute between The Dominion Coal Company, Limited, (Employers) and the coal handlers and trimmers of St. John, N.B., Local 810, I.L.A., (Employees).

DEAR SIR,—The undersigned members of the Board of Conciliation appointed in this matter beg respectfully to submit as follows:—

The Board held its first meeting on the thirteenth instant, and have held two sessions since that time. After going thoroughly into the various questions raised, the Board is glad to announce that it has come to an unanimous conclusion, and its recommendations are contained in the following sections:—

1. All men employed shall be members of the Coal Handlers' Union No. 810, I.L.A. If it is impossible to obtain sufficient men belonging to Local 810, I.L.A., non-union men may be employed until union men are available, but in no case can non-union men continue to work longer than to finish one ship.

2. The rate of pay shall be thirty-five (35) cents per hour for day and night work from November 18 to April 30 inclusive, and forty (40) cents per hour from May 1 until November 17 inclusive.

3. Waiting time to be paid for at full rate for first hour, and half rate for succeeding hours.

4. When work is suspended for want of cars or any other cause, the rate of pay shall be same as stipulated for waiting time in section 3.

5. Work done on Sundays, Good Friday, Christmas Day, New Year's Day, Dominion Day, and Labour Day, shall be paid for at double rate. Should

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any of the holidays fall on Sunday, the following day shall be considered a holiday.

6. When men are taken away from the dock for work on scows, schooners or steamers, or any other vessels anchored in the stream only, they shall be paid from the time they leave the dock until they return, or if men are taken from one unfinished job to another full time is to be paid until the work for the day is completed or the job finished.

7. The day shift will commence at 7 a.m. and finish at 5 p.m. Meal hour to be 12 a.m. to 1 p.m. Night work will commence at 7 p.m. and finish at 5 a.m. Meal hour to be from 12 midnight until 1 a.m., unless men be given an opportunity to get their meals in the hour immediately before these hours, day or night.

8. When men start to work for the night shift they shall receive regular pay until 12 midnight if work ceases at or before 11.30 p.m. If work commences at 1 a.m. or after that time, and ceases before 5 a.m., full time shall be paid from 1 a.m. until 5 a.m., except when work is discontinued through stress of weather.

9. All day work over the hour to the half hour to be booked as half an hour, and day work past the half hour to count as a full hour. This refers to the completion of the job, except where otherwise noted. The same procedure to be adopted in starting work where the start is not made at 7 a.m.

10. All work performed during the hour between 12 a.m. and 1 p.m., 5 p.m. and 7 p.m., 12 midnight and 1 a.m., 5 a.m. and 7 a.m., shall be paid for at double time for the prevailing rate for that day, except as provided for in section 7. This section shall not apply to men hauling scows.

11. All foremen must be members of the Coal Handlers' Union No. 810, I.L.A. All men are to be hired by the said foremen, strictly in accordance with section 1.

12. These rates and conditions to take effect on November 15, 1913, and to remain in force until 12 midnight December 31, 1914.

(Sgd.) WALTER E. FOSTER,
Chairman.

(Sgd.) JOHN E. MOORE.

(Sgd.) J. E. TIGHE.

TO HON. T. W. CROTHERS,
Minister of Labour, Ottawa, Ont.

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XIII.—APPLICATION FROM CERTAIN EMPLOYEES OF THE CANADIAN PACIFIC RAILWAY COMPANY, BEING MEMBERS OF THE INTERNATIONAL BROTHERHOOD OF MAINTENANCE-OF-WAY EMPLOYEES. — BOARD ESTABLISHED. — NO CESSATION OF WORK.

Application received—October 25, 1913.

Parties concerned—The Canadian Pacific Railway Company and certain employees, members of the International Brotherhood of Maintenance-of-Way Employees.

Applicants—Employees.

Nature of industry concerned—Railway.

Nature of dispute—Wages and company's interpretation of schedule of rules.

Number of employees affected—5,000.

Date of constitution of Board—December 5, 1913.

Membership of Board—Honourable Mr. Chief Justice Richard M. Meredith, London, Ont., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. W. N. Tilley, Toronto, Ont., appointed on the recommendation of the employing company; and Mr. Henry Irwin, Portage la Prairie, Man., appointed on the recommendation of the employees concerned.

Reports received—January 21, 1914.

Result of inquiry—Report of Board was accompanied by a minority report signed by Mr. Irwin. The majority report contained a recommendation to the effect that both sides should withdraw for the present their claims. This recommendation was subsequently agreed to by both parties concerned.

The Minister received, on January 21, the report of the Board of Conciliation and Investigation to which had been referred for adjustment certain matters in dispute between the Canadian Pacific Railway Company and the maintenance-of-way employees on its entire system, to the number of 5,000. The report was signed by the Honourable Mr. Justice R. M. Meredith, of London, Ont., chairman, and by Mr. W. N. Tilley, of Toronto, member appointed on behalf of the company. A minority report was received the same day from Mr. Henry Irwin, member appointed on behalf of the employees. The matters in dispute grew out of a demand on the part of the employees for a general increase in rates of pay and certain amendments in the existing schedule of rules.

The Board, in its report, stated that it had brought representatives of the parties concerned together in Montreal for the purpose of effecting, if possible, an amicable settlement, but that all efforts to this end had been unavailing. In conclusion the Board, having regard to the existing conditions, recommended that the claims on both sides should be withdrawn, or if that were not done that no change in the scale of wages or in any of the rules should be made then or during the current year. The chairman attached to the report a statement of the reasons which had led him to the above conclusions. Mr. Henry Irwin dissented from the conclusions of the majority report, and from the reasons on which these findings were based. Mr. Irwin recommended that the figures asked for by the maintenance-of-way employees should be reduced by 35 cents a day.

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Letters were received in the Department from the employing company and the employees respectively, signifying their acceptance of the recommendation contained in the report of the majority of the Board that the claims on both sides should be withdrawn.

REPORT OF BOARD.

Following is the text of the Board's report:—

In the matter of the Industrial Disputes Investigation Act, 1907, and of a dispute between the Canadian Pacific Railway Company (Employers) and members of the International Brotherhood of Maintenance-of-Way Employees (Employees).

The Board of Conciliation and Investigation appointed in this matter have, as required by and in accordance with the provision of the above mentioned Act, the honour to report as follows:—

That its members met, for the first time, at the city of Toronto, on December 12, 1913, and, after each had duly taken the prescribed oath of office, proceeded to ascertain, as far as possible, the real character and extent of the claims made by the employees, and to consider the best mode of procedure to be adopted with the view to effecting an amicable settlement between the parties of all the matters in dispute.

It was then agreed, unanimously, that their next meeting should be held in Montreal, on December 19, 1913, with a view to a thorough understanding of the position taken by the employers in regard to the claims made upon them, and in regard to their counter-claim, and then to consider what succeeding steps would be most advisable in the performance of the Board's first duty, to leave nothing undone that might aid in effecting an amicable settlement between the parties, which they considered the main purpose of the enactment and their duties under it.

That meeting was held on the nineteenth, and continued on December 20, 1913, in Montreal, and at its conclusion it was unanimously agreed that the Board should meet again in Toronto on January 5, 1914, and bring both parties together, then and there, with the object of effecting such an amicable settlement, or, failing that, of hearing all that everyone concerned might desire to say upon the subject, with a view to making such recommendations as the Act provides for.

A free hand was given to the employees in regard to witnesses, and arrangements were made for the free passage of every person named in their behalf as a witness; the employers did not desire to summon any witnesses.

The meeting was held according to appointment, and was fully attended. Everyone interested who desired to speak in any way upon the subject was heard fully, and the meeting closed only after all had agreed in the view that everything had been said that usefully could be said upon the subject, and that no one desired any further hearing.

The Board was unable to bring the parties to any agreement. Under the circumstances it did not seem at all probable at any time after the real position taken by each had been ascertained, that that could be accomplished. The employees would not withdraw their claims, nor accede to the counterclaim, and the employers would not agree to any increase in wages at the present time.

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The matter of the claim of the employees, respecting one of the rules now in force, was a minor one, which might readily have been adjusted if the parties could have come to any agreement on the question of wages. The proposal of the employers to substitute new rules for those now in force upon their line is an important one.

Having failed to effect a settlement between the parties—under all the circumstances existing at the present time, such as the general financial stringency, pending claims respecting freight rates, which, if granted, may very appreciably reduce the employers' earnings, the number of persons at present out of employment, and likely for some length of time to be out of employment, not merely by reason of the general business stringency, but also by reason of the necessary discharge from time to time of many men who have been employed in railway construction upon the greater railway lines nearing completion, and who would be to some extent trained in the work in which the claimants are employed, "maintenance-of-ways," the rates of wages paid to all other members of the same Brotherhood on the other greater Canadian as well as United States of America railways; the probable new legislative benefit to employees at the cost of the employers, in cases of accident, and to the wages and other incidental advantages which the employees now have, and notwithstanding that there has been some increase in the cost of living to the claimants, as well as to the rest of us, since they agreed upon the present scale of wages in the year 1911—the Board recommends that the claims on both sides be withdrawn for the present, and that, if that be not done, that no change in the scale of wages, or in any of the rules, be made at the present time, or in the current year.

The chairman has attached hereto a statement setting out the reasons which have led him to these conclusions.

All of which is respectfully submitted.

Dated at TORONTO, January 14, 1914.

(Sgd.) R. M. MEREDITH,
Chairman.

(Sgd.) W. N. TILLEY.

To the HONOURABLE THE MINISTER OF LABOUR,
Ottawa, Canada.

CHAIRMAN'S STATEMENT OF REASONS.

A memorandum was received from the chairman giving his reasons for the foregoing report, as follows:—

It seems to me that the actual report of the Board should be as much to the point, and as concise, as possible, to be supplemented by the reasons of any member who cares to state the reasons for his conclusions; reasons written not as an argument in support of such conclusions, but as a full and frank statement of the grounds upon which he has proceeded, so that it may be open to all concerned the better to form a true opinion of the justice of such conclusions; and accordingly I shall now proceed to give my reasons:—

The International Brotherhood of Maintenance-of-the-Way Employees, as their name indicates, are an association of workmen engaged in the maintenance of the roads of railway companies generally, and an association created and

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existing for the purpose of advancing its members' interests in such employment. The members of that Brotherhood employed by the Canadian Pacific Railway Company are numerous; more than half, it has been said, of all the men so employed upon this railway, though there has been no proof, nor any definite assertion, as to the actual proportion. And it is the members of that Brotherhood, so employed, who make the claims now under investigation by this Board.

These claims are for: (1) a very large increase in the wages paid to all of them; and (2) the alteration, or interpretation, of one of the rules of the service, which came into operation a good many years ago, so as to curtail the company's power under it.

It is practically conceded that the increase of wages claimed is far too much; and it is obvious that such increases as are set out in the written claim now before us would be very unreasonable; but that is no reason why the Board should not recommend a reasonable increase if it would be just to do so. The question is not whether too much has been claimed, but is, what is reasonable?

Wages ought to be such as are a reasonable compensation for the services rendered; I speak of course in a general sense. There may be special reasons for giving more and for accepting less. But in such a case as this, that which is just is only to be considered. Neither employee nor employer is asking favours from the other.

There is no difficulty in stating what is the true measure of wages; it is that which I have stated, compensation; the difficulty lies in the proof of the value of the services. One test, and ordinarily speaking the best test, is, in such a case as this: For what sum could the employer have the work as well performed by others as it is by those seeking higher wages; what would it cost to fill their places as well, for the employers' purposes, as such places are now filled?

Upon this question, the claimants have not given any evidence, but have based their contentions mainly upon these grounds: (1) increased cost of living; (2) the need and the advantage of having experienced good men in their positions; (3) the risks which they run; (4) the fact that this company has always paid the highest rates of wages; and (5) that they seem to be able, financially, to pay increased wages.

These all are, of course, things to be taken into consideration in endeavouring to find a true answer to the question: What is the true value of the services rendered? But I cannot think that it can be reasonably contended that anyone, speaking generally again, is entitled to demand any more than others, equally capable and willing, are ready to do the same work for. And that is a rule which, as it seems to me, applies to all employees, from general manager to labourer, and to all classes of work, whether on the bench, in the counting-house, or elsewhere.

That everyone ought to be able, by the work of his own hands or head, to earn a comfortable living in this country, there is no doubt; and in the more than three score years in which I have lived in it I have not known of a single instance in which, with average capacity of hands or head and willingness to work, not offset by any evil habits or other diverting thing, that was not so eventually. And, as often as the opposite, it was those who did not earn the highest wages that soonest owned a home of their own and who brought up sons and daughters now occupying enviable positions in the community.

But coming back to the particulars of this case, it is important to state that in the year 1911 a scale of wages and a set of working rules were agreed upon between the brotherhood and the company, and that agreement, as it seems to me, affords a reasonable starting point for considering what are fair wages

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and reasonable rules between the same parties two and a half years or so afterwards—in January, 1914. In making that agreement, all the considerations that the claimants now urge were involved and taken into consideration; but that which was agreed upon as reasonable and fair then may, of course, be unreasonable and unfair now; proof that that is so should, however, rest upon those who assert it now in claiming more.

And really the only substantial proof offered by the claimants is proof of increase in the cost of living since that time, a fact of which I think we can all take notice. What the real increase between July, 1911, and the present time is, has not been well proved; it would be very difficult, if at all possible, to prove it exactly as affecting the, possibly, 5,000 to 7,000 or more men who are engaged, permanently and temporarily, in road work on the railway in question. But if that alone regulated the rate of wages, and there were no countervailing causes, there would be no very great difficulty in finding approximately the rate of increase out of the mass of inquiries and information upon the subject generally accessible.

The increased cost of living is, unfortunately, a thing that seems to thrive upon itself; the increased cost of living requires higher wages, and higher wages increase the cost of production, and the increased cost of production causes increased cost of living.

Both parties to this investigation aid much, indirectly, in increasing the cost of living in making and improving the great highways, which the one owns, and the other helps to maintain in high efficiency, giving to every producer, substantially, a market in all parts of the world, instead of as, in the early days, only in his own neighbourhood. Those of us who have known the going price of the whole carcase of a sheep, less the hide, to be from 50c to 75c, of a fine goose 25c, of eggs 4c a dozen, and cheese 6c a pound, know the difference between prices with markets the world over and prices with markets less accessible even in the same province. The vast difference is made palpable to all in one of many instances, that affecting our own fish, the best of which are now rarely seen in our own homes because of transportation facilities which enable the greater markets in foreign lands to outbid us.

So that one very effectual—but impossible practically—remedy for high prices of Canadian products would be cutting off the outgo to all outside markets; whilst the most effectual way of raising wages—and perhaps the only very effectual way—would be the cutting off of all the income of wage-earners from without. It is easy to make Canada a cheap country to live in; you have only to reverse the customs' duties—take them off the imports and put them on the exports; but that, and some other things, would make the country "cheap" indeed in things infinitely more essential to its welfare. Individual, and every sort of class advantage must give way to the public good. But these are of course merely observations by the way, indicating in a measure the complex character of any accurate enquiry into the subject of the increase, from time to time, in the cost of the necessities and comforts of life. High prices, like ill-winds, however, blow someone good; the producer is having his innings.

The employers' answer to the claim for increased wages was mainly: (1) that the claim made was really too extravagant and unreasonable for serious consideration; that it would involve an additional cost to the company of \$3,000,000 a year in this one branch of its many burdens; (2) that the wages now paid are liberal, higher than paid on like roads; whilst the additional advantages given to their roadmen are exceptionally advantageous in respect of (a) pensions, (b) care of the injured, (c) holidays on full pay, (d) houses at low

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rental, and (e) liberty to cultivate the company's land along their tracks for the workman's own benefit.

It has not been denied that the company's terms were fair, if not liberal, better, generally speaking, than those prevailing on other railways; but it was contended that, notwithstanding all this, the time had come for increased wages, because of the increased cost of living.

And so the question of what is done on other similar railways, and whether there ought not to be uniformity as far as reasonably possible, regarding pay, conditions, and rules, on all of the greater Canadian railways, was pointedly raised.

Upon that question there seemed to be, in the end, no substantial difference of opinion; there hardly could be. It would be difficult to understand why one equally capable member of the same Brotherhood, doing the same work, should be paid less, or be under greater disadvantages in any way in his service, than another, simply because one happened to be employed on one railway and the other upon another. So too, it would be hardly in the public interests that the better men should flock to one railway for better terms, leaving other like railways in the care of inferior men. There is of course nothing in the law to prevent one company outbidding another, or others, for the best workmen; but it would be quite a different thing to compel any particular company to bid for all the better men in any such way. So, as I have said, it seemed to be considered on all hands that these things should be as uniform as practically possible—standardized as it was called.

The Brotherhood was quite within its legal rights in adopting such tactics as it thought best to attain its object—the highest wages possible; but it might be well to consider the question, whether its purposes would not be better served in making a demand, reasonable rather than unreasonable, as to the amount of increase in wages; as well as, whether it would not be wiser to attempt, in the first place, to bring the wages of those employees who are getting less up to that of those who are getting more, for the same services, under different employers. It was said that the other employers are not as well able to pay, but every great railway company is able to pay reasonable compensation for the services of its workmen; if they were not they should not be in business. Let me, however, add that though the tactics employed may breed resentment in some minds, as they undoubtedly have, they have no effect upon anyone long accustomed to determine the legal rights of litigants. With me the whole question in regard to wages is: Are these employees entitled to an increase from their employers; and, if so, how much?

Starting then on the basis of the agreement of 1911, when all such things as the character of the work done, and of the character of the men doing it, were of course urged and taken into consideration, the one ground upon which this claim for higher wages can be rested is the increased cost of living, as it affects these claimants. That, as I have said, is a very reasonable ground for the making of such a claim; but it does not follow from that that the wages of all of us, who are all wage earners, whether our pay is spoken of as a salary or as wages, should increase in proportion automatically. It is but one, though an important one of many things which must have weight more or less, in considering what sum is a reasonable compensation for the services rendered. What are their real money value; and that, as I have already said, is best ascertained in a true answer to the question: For what sum can the man who pays for them get them performed? If the pay of all of us were automatically increased in proportion to our increased cost of living, it would be difficult to

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keep down the cost of living; and if pay increased accordingly it ought to decrease accordingly.

But, notwithstanding these considerations, if the conditions affecting the matter were otherwise than as to the cost of living, the same as when the agreement of 1911 was made, I would be in favour of recommending some increase, though nothing at all approaching the amount demanded, which, at the least, seems to be a dollar a day to all of the 6,000 or 7,000 men employed upon the ways and considerably more to many of them through a proposed re-grading of them in some of the branches of the service.

Before referring to the different conditions now prevailing, it is well to say a word upon the question: Where is the money to come from if the increased wages are to be paid? Out of whose pocket must it come?

Not out of the company, because that is a mere name.

Not out of the employees of the company who are opposing this application—those who fill the higher offices in the service of the employers. They are but fellow servants with the claimants, each one of whom, from the highest to the lowest, is in a sense a trustee for their employers, bound, in law as well as in morals, to aid, in his own sphere—whether little or much—in the efficient maintenance of the road, and in the protection and advancement of its owners' interests in it. And so they, too, instead of paying out any money, might demand more for the same reason—increased cost of living.

Not out of the public, which generally has, sooner or later, to stand the brunt of these things; on the contrary, the public, as far as it at present seems to be interested, is, at the present moment, endeavouring to reduce the earning of the company in cutting down the freight rates; and there are always with us those who agitate for a large reduction of passenger rates—the advocates of two, instead of three, cents a mile.

It is not right for anyone to shut his eyes to the fact that those who must pay are the shareholders, the real owners of the railway; nor to the fact that they are very many, some doubtless women and children, upon whom the pinch of the increased cost of living comes with greater severity than upon the rest of us, who are physically and mentally capable of earning our living anywhere. The homely adage "live and let live" applies to all alike.

Then as to changed and changing circumstances now existing: There was not in the year 1911 an impending application to a judicial body having power to give effect to that application to cut down, very materially, the earning power of the company.

There was not in the year 1911, as there is now, a severe financial stringency, which, increasingly, makes harder times on all hands.

There were not in the year 1911, and especially in the summer season, when the last agreement was made, many men out of and eagerly seeking employment, as there now are, especially in the more westerly provinces.

In the year 1911, and especially in the summer time, the work of construction of the great transcontinental railways was not coming towards its end, as it now gradually is, with the consequent putting out of employment of very many men who, in the work of construction of such railways, must have had that experience which would train them, in a measure at least, for the duties of "maintenance-of-the-way employees"; so that, for some length of time to come the supply of men competent for the position which the claimants now occupy is likely to be much greater than the demand.

At the present time the Brotherhood has, I understand, accepted a unanimous Conciliation Board report in favour of the promise, by a like company, of a new scale of wages, to be announced on or before the first of March next, and

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to new working rules already agreed upon; and the employers in this case are willing to give to the claimants the same wages under the same rules, when the new scale of wages had been announced, if the claimants prefer them to the wages and rules which they now have, and so bring about equality in the Brotherhood, and "standardization."

At the present time it seems probable that, through legislation in the Province of Ontario employees shall this year receive substantial benefit, in case of accidents, at the cost of the employer, and, if so, such benefits are likely to be spread in like manner in the other provinces.

None of these certain, and possible, advantages and disadvantages could have been taken into account in making the last agreement—in July, 1911; and they all, with the one exception of the increased cost of living, make against the claim, for increased wages and better terms under the rules, and outweigh that exception.

So that the claim now made by the employees comes on for consideration by this Board at a time singularly unfortunate for them in pressing it; and, I can have no doubt, that the interests of all concerned would be best served by withdrawing the claim, and allowing matters to remain in the same state as they have been since the year 1911, until conditions are more favourable to the claimants.

It is certainly not an advantageous time for making an agreement of any permanency; and continuous agitation, either to increase or decrease wages is against the public interests, as well as against the interests of employer and employee alike.

And the policy of the legislation, under which we are now acting, was not to foster, or encourage disputes, but was to settle them and to settle them in as lasting a manner as possible.

So, too, the present time is not one for inviting reprisals. It is no more than human if employers, when they feel that they have been unjustly dealt with, endeavour to counteract an increase of wages by a decrease of wage-earners, or by other lawful means; and, assuredly, under existing circumstances, especially as long as the winter lasts, no reason, or excuse, should be given for increasing the number of men now out of employment. All will agree that everything possible should be done to induce every employer, in every calling and everywhere, to retain his full staff of employees, even if that may make it needful to retain them on "short-time"; so that, as far as can be, the stress of the times, such as unquestionably there is to some extent, may fall as evenly as possible on all alike.

Some of the things that carry weight against the employees' claims may be ended in their favour before long; all of them are likely to be made plainer, one way or other, during the present year; whilst they are in doubt decisive action, one way or other, cannot be advisable, and, if it had to be, must be adverse to the claim.

Nor is any great harm being done in the meantime; the claimants in this case are, and have always been, receiving the highest rate of wages under the best terms obtainable by any "maintenance-of-ways employees"; they are "taken care of" in case of bodily injuries or accident; receive, in due course, the benefits of a pension paid entirely by the company out of its own funds; have a fortnight's leave of absence a year on full pay; have some free transportation facilities; can have as much of the company's lands along its track as they wish to cultivate themselves for their own benefit, a privilege the benefits of which ought to be taken much greater advantage of than it seems to have been in the past; and the company is now active in constructing more

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dwelling houses for the use of their men, at a low rental, an advantage of considerable worth, and one which, with the cultivation of the land, I cannot but think a valuable one, and a system which the more general it becomes must become the more mutually beneficial.

Under all these circumstances, if the parties will not by mutual consent withdraw for the present all claims made before this Board, there seems to me to be but one thing which this Board can wisely and justly do: recommend no action upon the claims of the employees, on the counterclaim of the employers, for the present, or during the current year.

After our proposed report was drafted, and seen by those representing the employees, the Board was requested, in their behalf, to recommend only that no change be made for the present, leaving out the words "or in the current year." But I cannot think that would really be even in their interests. If they accept the report without such words, it would not be reasonable for them to apply again as long as present conditions exist; and present conditions, in some of their more important respects, may last, and some are likely to last for more than a year. It would be unreasonable to leave it open to either employer or employees to make another application under the Act at once, and so keep up continuous agitation. So, too, it would be unfortunate to have a contest at once over the question whether or not present conditions continue. It seems to me to be much better, from all points of view, to name a definite time; and, having regard to all things, the current year can hardly be deemed too long.

But it was contended that "the current year" really meant a year and a half, because, under some agreement between the company and the men, application for increased wages could be made only during certain months of any year. That circumstance, however, cannot prevent an application being made during any year, for an increase or decrease, or change of the rules, on either sides, to begin on the first day of the following year. The plain words of the report cover only a change during the present year; it does not extend, directly or indirectly, a day beyond that; but if the report be accepted it would be unreasonable to apply again until some substantial change in "present conditions" takes place.

And at the same time—the last meeting of the Board—it was again vigorously urged that, as increased wages had been given by the company to some of the employees during last year, "present conditions" should not be considered a good reason for delaying this application.

But when fully investigated, and given its logical result, that contention does not help but really makes against those who urge it.

The only instance of an increase of wages, of which any evidence was given before us, was that of the company's locomotive firemen; given, it was said, last December, before the effects of the stringency of the times had developed as much as they have now. Some slight reference was made to increases much earlier in last year; but then "present conditions" did not exist.

It should be obvious to everyone that the circumstances which call for an increase of wages to one trade may not at all affect another, or may indeed have the opposite effect. Each must stand or fall upon its own circumstances. And so, whenever such an increase is relied upon, evidence should be given of all the circumstances of that particular case, so that it may be made to appear whether it really has any application to the case in hand, and if so, to what extent.

No such evidence was given in any instance; it was merely stated that the firemen had received an increase; and in answer to that statement it was said that the firemen's increase was given because, having regard to the wages paid

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to other men in the like work upon the other railways in the United States and Canada, as well as upon this railway, and to the wages paid to firemen on other railways, these firemen were getting less than their fair share; that, in order to bring all such men to one "standard," their wages had to be, and were, increased. And this statement was not denied, or called in question in any way.

So that very material differences between the two cases are obvious, for instance:—

These firemen were getting less than other men in the same and the like work, and their increase was made with a view to that desirable end, "standardization"; whilst these "maintenance-of-way employees" are getting the highest wages and best terms now given, their brothers, in the same Brotherhood, are getting less on other railways. To increase them would be to give to him that has, and to get further away from "standardization." I cannot but think that would be beginning at the wrong end.

Again, just an instance, the conversion of the new transcontinental roads from roads in construction into roads in operation—a very important circumstance in present conditions—must help firemen and other men engaged in the operation of trains, in the demand for such men that such operation must create; but, on the other hand, must be equally detrimental to maintenance-of-way men in the necessary discharge in large numbers of men who have been engaged in the construction work; men capable, or who soon could be made capable, in maintenance-of-the-ways work.

But, again, there is an instance much more in point than that of the firemen; a case of maintenance-of-way men; and of an application by the Brotherhood for increased wages to such men, and of an investigation by a Board, such as we are, and the unanimous report of that Board on that application. So that that case is quite the same as this, except that it was against another of the greater Canadian railway companies, and one which, it was said by the claimants in this application, is not as well able to pay as the railway company involved in this investigation.

Upon that application a set of working rules was agreed upon, and the promise of the company to give increased wages, on a scale to be announced on or before the first day of March next, was unanimously accepted; that scale of wages when announced, together with the rules applicable to it, the employers in this case are willing to adopt; and so take a long step towards "standardization," as well as toward putting all men in the one Brotherhood on an equality. But the employees in this case are not now willing to accept that position; they ask to be put further away from "standardization," and further away from equality with their brothers, brothers who are doing just the same work, and no one has said they are not doing it quite as well.

In these circumstances, to protest so much about the firemen's increase, and to ignore so much their own application and the unanimous result of it, seems to me to be altogether unreasonable.

It is but fair and proper for me to make acknowledgment of the great assistance given to the Board by my fellow members upon it. A chairman is fortunate in having, upon one hand, one whose legal training and experience has well fitted him for dealing in a judicial manner with every material matter that could come before us; and, in addition to that having, by reason of his experience as counsel for this and other railway companies, a special knowledge of matters of more or less consequence in the investigation of any such case as this. And, on the other hand, one who is not only an officer in the Brotherhood, but also one of the company's employees making this claim, and so es-

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pecially well informed regarding every fact that could weigh in favour of the claim; and especially qualified to say all that could be said in favour of the employees, and one also who was always willing to give to the Board the fullest information, in the most frank and straightforward manner, regarding any and every material fact or circumstance, the accuracy of which was invariably shown on verification.

So that the Board was, at all times and in all things, under the most favourable circumstances for reaching a just and true conclusion; which, I am fully convinced, they have reached.

TORONTO, Canada, January 14, 1914.

MINORITY REPORT.

The minority report of Mr. Henry Irwin is as follows:—

HON. R. M. MEREDITH, Chairman of Conciliation.

DEAR SIR,—I beg to acknowledge receipt of report of the majority dealing with the matter of a dispute between the maintenance-of-way employees on the C. P. Ry. and the employers, the C. P. Railway Company, also a copy of your reason for such a report, all of which I have considered carefully, and have not the slightest hesitation in submitting a dissenting report from your opinion and reasons as expressed and implied in that report.

The report deals with several points not discussed at any time before the Board. The probabilities mentioned here do not help the men's present needs, more especially when it was clearly proven that the cost of living had increased since the men received their latest increase, viz., 1910-11.

This is admitted in the report. It is quite clear that your report simply says to the men: you made a mistake; you are governed by the labour market; you may get something along the lines of legislation; the financial stringency affects you; the freight rates may be reduced; wait a year, things may be better. My position is this: that the men are justly entitled to an increase; the purchasing power of their dollar has decreased considerably.

To make wages depend on the law of supply and demand, as in the case of commodities such as wheat, oats, or barley, is an opinion being relegated to where it properly belongs, certainly not to this enlightened time. Other countries have adopted the principle of legislating a minimum wage to every man; conciliation should adopt the same principle of a minimum wage, the necessary amount required to live on.

No more potent factor than this report is required to awaken the men to a need of their meeting this opinion.

Instead of conciliating, my opinion is that this report will widen the breach between the men and the company, and the responsibility of creating such a situation cannot be charged to me. As a conciliator, my position was to deal with points in dispute in the application, the increase of wages and interpretation of a rule.

The men's grounds for the increase asked for were:—

- 1st. Ability to pay;
- 2nd. The increased cost of living; and
- 3rd. The fact that the men had never received a rate in keeping with the responsibility of their position.

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The ability to pay was never questioned. The increased cost of living is admitted in the report, the abundant argument produced to maintain the question of responsibility.

There is no financial stringency so insistent as that which exists among the maintenance-of-way employees of the company. There is no company that can so well afford to relieve that stringency as the C. P. R. Company, and there is no pending legislation that can meet this stringency.

The freight rates being reduced would affect the company's earnings, but they are not reduced yet, and may not be, but those earnings could stand considerable reduction by reduction in freight rates, as well as the amount necessary to give an increase to these employees. It was shown that other employees received increases in 1913, despite all the probabilities of the report, including the financial stringency, which was much more evident than at present.

The condition of the labour market has nothing to do, in my opinion, with men who are not receiving adequate rates to live on.

The reasons given in the report, coupled with the fact that no less than four classes of employees received increases from this company in 1913 (two of them agreed to no later than December, 1913), tends to irritate rather than conciliate the situation.

The attempt to bind the men down to exist under the present conditions for the current year is a new feature, thus preventing the men, if possible, from taking advantage of the probabilities recited in the report being accomplished during the current year.

The report does this with a full knowledge that the rules, which are not disturbed by the report, reads that no change in the rules or rates shall take place without sixty days' notice being given between the first day of May and the first day of November in any year, which means at least July, 1915, before the men could meet the company regarding a new schedule of rates or rules. If this report was possible of acceptance by the men, notwithstanding the fact that both parties may do as they choose after these reports are in the hands of the department, there would not be much choice on either side against an unanimous report.

I, therefore, as stated above, emphatically dissent from the report, and say that the increase asked by the claimants be reduced by thirty-five cents per day. This is done with a view to conciliate, and without prejudice to the men's claims.

Yours very truly,

(Sgd.) HENRY IRWIN.

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XIV.—APPLICATION FROM MACHINISTS AND BOILERMAKERS, MEMBERS OF LODGES NOS. 484 AND 559, INTERNATIONAL ASSOCIATION OF MACHINISTS, AND LODGE NO. 529, INTERNATIONAL BROTHERHOOD OF BOILERMAKERS AND IRON SHIPBUILDERS, EMPLOYED BY THE GRAND TRUNK PACIFIC RAILWAY COMPANY. — BOARD ESTABLISHED. — PROCEEDINGS UNFINISHED AT THE CLOSE OF THE FISCAL YEAR.

Application received—November 20, 1913.

Parties concerned—Grand Trunk Pacific Railway Company and machinists and boilermakers, members of Lodges Nos. 484 and 559, International Association of Machinists, and Lodge No. 529, International Brotherhood of Boilermakers and Iron Shipbuilders.

Applicants—Employees.

Nature of industry concerned—Railway.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—Directly, 700; indirectly, 1,000.

Date of constitution of Board—December 6, 1913.

Membership of Board—Honourable Mr. Justice A. Haggart, Winnipeg, Man., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. Wm. Cross, Winnipeg, Man., appointed on the recommendation of the employing company; and Mr. Thos. J. Murray, also of Winnipeg, Man., appointed on the recommendation of the employees concerned.

The investigation by the Board had not been completed at the close of the fiscal year. The report, received early in the new fiscal year, found in favour generally of the contentions of the employees, but was not accepted by the company.

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XV.—APPLICATION FROM MARINE WAREHOUSE FREIGHT CHECKERS, MEMBERS OF LOCAL NO. 825, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, EMPLOYED BY CERTAIN STEAMSHIP COMPANIES TRADING TO THE PORT OF ST. JOHN, N.B., COMPRISING ALLAN LINE, C. P. R. STEAMSHIP AND RAILWAY LINES, HEAD LINE, FURNESS AND MANCHESTER LINES, NEW ZEALAND SHIPPING COMPANY, ELDER DEMPSTER & COMPANY, ROBERT REFORD & COMPANY, DONALDSON LINE, C. N. R. LINE, AND RED CROSS LINE.—BOARD ESTABLISHED.—UNANIMOUS REPORT BY BOARD.—NO CESSATION OF WORK.

Application received—December 12, 1913.

Parties concerned—Certain steamship companies trading to the Port of St. John, N.B., comprising Allan Line, C.P.R. Steamship and Railway Lines, Head Line, Furness and Manchester Lines, New Zealand Shipping Company, Elder Dempster & Company, Robert Reford & Company, Donaldson Line, C.N.R. Line and Red Cross Line, and marine warehouse freight checkers, members of Local Union No. 825, International Longshoremen's Association.

Applicants—Employees.

Nature of industry concerned—Shipping.

Nature of dispute—Wages, hours, and conditions of employment.

Number of employees affected—Directly, 225; indirectly, 1,600.

Date of constitution of Board—January 8, 1914.

Membership of Board—Mr. G. Fred Fisher, St. John, N.B., chairman, appointed on the joint recommendation of the other members of the Board; Mr. Jos. R. Stone, St. John, N.B., appointed by the Minister in the absence of any recommendation from the employing companies, and Mr. John E. Moore, also of St. John, N.B., appointed on the recommendation of the employees concerned.

Report received—February 7, 1914.

Result of inquiry—A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute. The award was declared acceptable to the employees concerned, but was not accepted by the shipping companies. No cessation of work occurred.

The Minister received, on February 7, the report of the Board of Conciliation and Investigation appointed on behalf of the freight checkers, members of Marine Warehouse Freight Checkers' Union, Local No. 825 of the International Longshoremen's Association, employed by certain steamship companies trading to the Port of St. John, N.B., namely, Allan Line, C.P.R. Line, Head Line, Furness and Manchester Lines, New Zealand Shipping Company, Elder Dempster & Company, Robert Reford & Company, Donaldson Line, C.N.R. Line, and Red Cross Line. In the application it was stated that the number affected was 225 directly and 1,600 indirectly, also that the dispute related to wages, hours, and conditions of employment.

One of the Board's recommendations for the settlement of the dispute was that the wages of checkers should be 27 cents an hour for day or night work, and that head checkers should receive 30 cents an hour. Recommendations were also made regarding the question of hours, compensation for overtime and holidays, and various conditions of employment. The Board further recommended that

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in case these recommendations should be adopted by the parties to the dispute the agreement should take effect on February 1, 1914, and run concurrently with one existing between the steamship companies and the longshoremen, terminating at the end of any calendar year on thirty days' previous notice having been given in writing by either party.

The Department was informed that the findings of the Board were acceptable to the employees concerned. The shipping companies declined to accept the award. No cessation of work occurred.

REPORT OF BOARD.

Following is the text of the Board's report:—

In a dispute between the Marine Warehouse Freight Checkers' Union, I.L.A. 825, at the Port of St. John, N.B., employees, and the following ocean-going steamship lines, employers: Allan Line, C.P.R. Line, Head Line, Furness and Manchester Lines, New Zealand Shipping Company, Elder Dempster & Company, Robert Reford & Company, Donaldson Line, C. N. R. Line, Red Cross Line.

HON. T. W. CROTHERS, Minister of Labour.

DEAR SIR,—In the matter of the Industrial Disputes Investigation Act of 1907, and the establishing of a Board of Conciliation for the settlement of the above named dispute, the undersigned members of the Board beg to report as follows: That the demands made by the Checkers' Union, as set forth in the application, were:—

(1) Wages to checkers to be \$3.00 per day and \$3.50 for night; wages to foremen, head checkers and assistant head checkers, \$3.50 per day and \$4.00 per night.

(2) Nine hours shall constitute a day's labour.

(3) Double time shall comprise Sundays and legal holidays, viz.: New Year's, Good Friday, May 24, June 3, July 1, Labour Day, Thanksgiving Day and Christmas.

(4) All steamship lines must supply a checker with each railway checker, whether on import or export cargoes.

(5) Any member of this union being ordered to report for duty must receive not less than a half day's pay, whether employed or not.

(6) The reinstatement of certain men who have been debarred from employment by the Canadian Pacific Railway.

(7) Several other matters of minor importance. Under this heading the representative of the Checkers' Union introduced—

(7) Half time extra (except on Sundays and holidays) to be paid for working in meal hours, and for time continuously following same.

(8) Each steamship company should adopt some system of notifying the men as to their being required for work on next day or night.

The Board, after arranging preliminaries, held nine sessions, commencing January 16, hearing ten witnesses from the Checkers' Union and two witnesses from the steamship companies.

The companies, for reasons given prior to the appointment of the Board, took no part in the proceedings, and gave only such evidence as they were asked to furnish.

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Some time was lost in waiting for an absent witness and in waiting for information from other sea ports.

After a large amount of discussion, a unanimous agreement was reached on the following terms of settlement:—

(1) That the rate of pay to checkers should be 27 cents per hour (day or night), and to head checkers 30 cents per hour.

(2) Hours for work to be the same as for longshoremen.

(3) Double time to be paid for work on Sundays and all legal holidays.

(4) When ordered for duty at 7 a.m., 1 p.m., or 7 p.m., and reporting for same, checkers and head checkers should receive not less than five hours' pay, whether employed or not.

(5) Half time extra (except on Sundays and holidays) to be paid for working in meal hours and for time continuously following same.

(6) Each steamship company should adopt some system of notifying the men as to their being required for work on next day or night.

In case these recommendations should be adopted by the parties to the dispute, the Board further recommends that the agreement take effect on February 1, 1914, and run concurrently with the one existing between the steamship companies and the longshoremen's union, terminating at the end of any calendar year on thirty days' previous notice having been given in writing by either party.

The members of the Board are very much pleased at having been able to reach a unanimous decision, and are hopeful that their recommendations will be accepted by the steamship companies and the Checkers' Union.

All of which is respectfully submitted.

(Sgd.) G. FRED. FISHER, *Chairman*.

(Sgd.) JOSEPH R. STONE.

(Sgd.) JOHN E. MOORE.

ST. JOHN, N.B., February 5, 1914.

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XVI.—APPLICATION FROM MAINTENANCE-OF-WAY MEN, MEMBERS OF THE INTERNATIONAL BROTHERHOOD OF MAINTENANCE-OF-WAY EMPLOYEES, EMPLOYED BY THE CANADIAN NORTHERN RAILWAY COMPANY. — BOARD ESTABLISHED. — PROCEEDINGS UNFINISHED AT THE CLOSE OF THE FISCAL YEAR.

Application received—January 9, 1914.

Parties concerned—Canadian Northern Railway Company and maintenance-of-way men, members of the International Brotherhood of Maintenance-of-Way Employees.

Applicants—Employees.

Nature of industry concerned—Railway.

Nature of dispute—Wages.

Number of employees affected—Directly, 1,800; indirectly, from 3,000 to 4,000.

Date of constitution of Board—March 5, 1914.

Membership of Board—His Honour Judge R. D. Gunn, Ottawa, Ont., chairman, appointed on the joint recommendation of the other members of the Board; Mr. W. N. Tilley, Toronto, Ont., appointed on the recommendation of the employing company; and Mr. Henry Irwin, Portage la Prairie, Man., appointed on the recommendation of the employees concerned.

The investigation by the Board had not been completed at the close of the fiscal year. The report was received early in the new fiscal year, and while not formally accepted, appears to have been made a basis for working agreement, no cessation of work occurring.

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XVII.—APPLICATION FROM MAINTENANCE-OF-WAY MEN, MEMBERS OF THE INTERNATIONAL BROTHERHOOD OF MAINTENANCE-OF-WAY EMPLOYEES. EMPLOYED BY THE GRAND TRUNK PACIFIC RAILWAY COMPANY. — BOARD ESTABLISHED.—AWARD ACCEPTED BY BOTH PARTIES.

Application received—January 9, 1914.

Parties concerned—The Grand Trunk Pacific Railway Company and maintenance-of-way men, members of the International Brotherhood of Maintenance-of-Way Employees.

Applicants—Employees.

Nature of industry concerned—Railway.

Nature of dispute—Wages.

Number of employees affected—Directly, 1,800; indirectly, 2,500.

Date of constitution of Board—January 30, 1914.

Membership of Board—His Honour Judge R. D. Gunn, Ottawa, Ont., chairman, appointed on the joint recommendation of the other members of the Board; Mr. F. H. McGuigan, Toronto, Ont., appointed on the recommendation of the employing company; and Mr. Henry Irwin, Portage la Prairie, Man., appointed on the recommendation of the employees concerned.

Reports received—February 23, 1914; February 26, 1914.

Result of inquiry—Report of Board was accompanied by a minority report signed by Mr. Irwin. The recommendations contained in the report of the Board were accepted by both parties concerned.

The Minister received, on February 23, the report of the Board of Conciliation and Investigation appointed to inquire into certain matters in dispute between the Grand Trunk Pacific Railway Company and its maintenance-of-way employees, members of the International Brotherhood of Maintenance-of-Way Employees, to the number of 1,800 directly and 2,500 indirectly. The cause of the dispute was stated in the application to be the employees' demand for increased wages, and that section foremen should be paid on the basis of an hourly rate, instead of a monthly rate, as at present.

The report of the Board bore the signature of the chairman and Mr. F. H. McGuigan. A minority report was also received in this matter on February 26, signed by Mr. Henry Irwin, the employees' nominee.

In its report the Board recommended that certain changes should be made in the existing schedule, and that the schedule should be amended so as to provide rates and hours for flagmen, signalmen and water service employees, the same to become effective from March 1, 1914. With regard to the section foremen's demand for payment on an hourly basis, instead of on a monthly basis, the Board recommended that no change should be made in the present system of employment of these men, but recommended that such foremen should be paid for all overtime or work performed outside of regular hours, except for care of switch or semaphore lamps, already provided for in the existing schedule. The Board stated further that after carefully considering the employees' claim for increased wages and the grounds urged in support thereof, having regard also to the state of the labour market and the rates paid for similar services on other railways in the same territory, it did not feel justified in recommending any changes in the rates of pay in force. Mr. Henry Irwin,

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however, in his minority report, expressed the opinion that the acknowledged increase in the cost of living was a sufficient reason for a *pro rata* increase in wages.

The award was accepted by both parties concerned.

REPORT OF BOARD.

Following is the text of the Board's report:—

In the matter of the Industrial Disputes and Investigation Act and a dispute between the Grand Trunk Pacific Railway (Employers), and members of its maintenance-of-way men (Employees).

To the Honourable the Minister of Labour, Ont.

The Board of Conciliation and Investigation established by you on January 30, A.D. 1914, to enquire into and report upon the dispute outlined in the papers filed by the parties hereto, have, pursuant to appointment, met at the city of Toronto on February 17, A.D. 1914, and the following days, and, after hearing all the evidence and allegations by and on behalf of the said parties and their respective representatives, have the honour to report as follows:—

(1) The employees have proposed certain amendments to the regulations governing the employment of the above named employees, and, after full consideration, sections 1 and 2 of the present schedule are hereby struck out and the following substituted:—

Section 1. Permanent maintenance-of-way employees include all employees in the road, bridge and building, water service and signal departments who have been nine consecutive months or more in the service, or who have had nine months' cumulative service during the preceding two years; labourers in extra gangs, except those employed all the year round, will not be considered permanent employees.

Section 2. For all employees except track and bridge watchmen, signalmen (not employed as telegraphers), pumpman and pump repairers, ten hours shall constitute a day's work. Emergency work and work performed on Sundays, Christmas or New Year's Day shall be paid for at the rate of time and a half. If called for duty after regular quitting time at 6 p.m., a minimum of four hours shall be paid for—but nothing in this section, or schedule, shall prevent a mutual agreement to work continuously longer than ten hours at regular rates.

(2) The employees have requested, in their claim filed herein, that all section foremen be rated and paid by the day, instead of as at present by the month, but, after the best consideration your Board can give to this question they have to report that no change be made in the present system of employment of section foremen, but we do recommend that such foremen be paid for all overtime, or work performed outside of regular hours, except for care of switch or semaphore lamps, as provided in section 7 of the schedule.

(3) The Board have earnestly and carefully considered the claim made for the large increases in the rates of pay sought by the said employees, and the grounds urged in support thereof, but, having regard to the state of the labour market, the rates paid for similar service on other railways in the same territory, the Board beg to report that they do not feel justified in recommending any change in the rates of pay now in force.

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(4) The Board further recommends that the schedule at present in force be further amended to provide rates and hours for flagmen, signalmen and water service employees, as indicated in the draft schedule filed with the general superintendent of the employers and the representative of the employees, and, when so amended, become effective from March 1, A.D. 1914.

(Sgd.) R. D. GUNN, *Chairman.*

(Sgd.) F. H. McGUIGAN,
For the Employers.

Dated February 21, A.D. 1914.

MINORITY REPORT.

The text of the minority report of Mr. Henry Irwin in this matter is as follows:—

TORONTO, February 23, 1914.

To the Honourable Minister of Labour, Ottawa, Ont.

SIR,—In the matter of a dispute between the Grand Trunk Pacific Railway and their maintenance-of-way employees.

I am dissenting, as a member of the Board of Conciliation, from the report of the majority of that Board in so far as the question of a general increase to the employees is concerned, as per paragraph 3 of said report.

It is asserted that the number of unemployed who can, and would, take the places of those who are working must be a factor in determining their wage. To me it is a conviction that this is an unfair position to place the men in, and one that sooner or later will have to be dealt with by those who are responsible for the unemployed situation. That men's wages should be governed by what the other fellow will do the work for, despite the soaring prices of life necessities, makes the struggle of her who does the financing for the family's needs nothing short of cruel. Families must depend on wages. If those wages, in turn, are to depend on the condition of the labour market, while families increase, necessities increase, and all the time the dollar is depreciating in power of purchase, it is surely a pathetic situation.

Paragraph 3 refers, also, to rates being similar for service on other railways in the same territory. This was admitted. Then, when increase of responsibility and increase of living is admitted, who is to start paying the adequate rate? If Conciliation Boards will not conciliate the situation, then it seems there is only one course for the men to take.

I have, in a former report, expressed my views. There need not be anything further added here, except to say that I cannot agree to the report of the majority, because it seems to me there is only one source from which those employees can look for reimbursement, and that is those who employ them. Consequently, increase in cost of living having been admitted, then a *pro rata* increase should have been given on this one point alone.

All of which is respectfully submitted.

(Sgd.) HY. IRWIN.

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XVIII.—APPLICATION FROM EMPLOYEES OF THE BRITISH COLUMBIA ELECTRIC RAILWAY COMPANY, BEING MEMBERS OF LOCAL DIVISIONS NO. 101 VANCOUVER, NO. 109 VICTORIA, AND NO. 134 NEW WESTMINSTER, AMALGAMATED ASSOCIATION OF STREET AND ELECTRIC RAILWAY EMPLOYEES OF AMERICA. — BOARD ESTABLISHED. — PROCEEDINGS UNFINISHED AT THE CLOSE OF THE FISCAL YEAR.

Application received—March 9, 1914.

Parties concerned—British Columbia Electric Railway Company and employees, members of Local Divisions No. 101 Vancouver, No. 109 Victoria, and No. 134 New Westminster, Amalgamated Association of Street and Electric Railway Employees of America.

Applicants—Employees.

Nature of industry concerned—Street railway.

Nature of dispute—Company's interpretation of certain sections of existing agreement.

Number of employees affected—Directly, 137; indirectly, 1,563.

Date of constitution of Board—March 27, 1914.

Membership of Board—Honourable Mr. Justice W. A. Macdonald, Vancouver, B.C., chairman, appointed by the Minister in the absence of any joint recommendation from the other members of the Board; Mr. John Elliott, Vancouver, B.C., appointed on the recommendation of the employing company; and Mr. Jas. H. McVety, also of Vancouver, B.C., appointed on the recommendation of the employees concerned.

The investigation by the Board had not been completed at the close of the fiscal year.

XIX.—APPLICATION FROM CONDUCTORS, BAGGAGEMEN, BRAKEMEN AND YARDMEN, MEMBERS OF THE ORDER OF RAILWAY CONDUCTORS AND THE BROTHERHOOD OF RAILROAD TRAINMEN, EMPLOYED BY THE CANADIAN PACIFIC RAILWAY COMPANY ON ITS WESTERN LINES.—PROCEEDINGS UNFINISHED AT THE CLOSE OF THE FISCAL YEAR.

Application received—March 31, 1914.

Parties concerned—The Canadian Pacific Railway Company and conductors, baggagemen, brakemen and yardmen employed on its Western lines, members of the Order of Railway Conductors and the Brotherhood of Railroad Trainmen.

Applicants—Employees.

Nature of industry concerned—Railway.

Nature of dispute—Wages and conditions of employment.

A Board had not been established at the close of the fiscal year.

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CASES WHERE PROCEEDINGS WERE UNFINISHED AT THE
CLOSE OF THE FISCAL YEAR.

In addition to the applications received and disposed of prior to the close of the fiscal year, the following applications have been received concerning which proceedings were still pending on March 31, 1914:—

1. Application from machinists and boilermakers employed by the Grand Trunk Pacific Railway Company, the number of employees concerned being estimated at 700 directly and 1,000 indirectly.

2. Application from maintenance-of-way employees of the Canadian Northern Railway Company, the number of employees concerned being estimated at 1,800 directly and from 3,000 to 4,000 indirectly.

3. Application from certain employees of the British Columbia Electric Railway Company, the number of employees concerned being estimated at 137 directly and 1,563 indirectly.

4. Application from conductors, baggagemen, brakemen and yardmen employed by the Canadian Pacific Railway Company on its Western lines, the number of employees concerned being estimated at 3,000 directly and 2,700 indirectly.

IV.—JUDICIAL DECISIONS UNDER THE STATUTE.

During the fiscal year 1913-14 two cases under the statute came before the courts, one involving a constitutional point and eliciting a judgment of considerable importance.

I.

CONSTITUTIONALITY OF STATUTE UPHELD.

Briefly rehearsing the preliminary circumstances of this case, it may be noted that in August, 1911, an application was received on behalf of employees of the Montreal Street Railway Company for the establishment of a Board of Conciliation and Investigation. The application being held to meet the requirements of the statute to a reasonable degree, a Board was established in due course, being constituted as follows:—Judge Fortin, Montreal, Chairman; J. L. Perron, barrister, Montreal, for the company; Charlemagne Rodier, barrister, Montreal, for the employees. On August 15, as the Board was about to commence its inquiry, the chairman was served with a petition for a writ of injunction asking that proceedings before the Board should be forbidden by the courts as being *ultra vires*, the petition in question being presented on behalf of the Montreal Street Railway Company. The Board refrained from proceeding with the inquiry and the Department of Justice was requested by the Minister of Labour to guard the interests of the Department in the matter. On October 27 the chairman of the Board was served with a copy of a judgment of the Honourable Mr. Justice Charbonneau, of the Superior Court, Montreal, authorising the granting of a writ of prohibition against further procedure by the Board until final judgment had been rendered on points raised in its petition by the Montreal Street Railway Company, which, among other things, questioned the constitutionality of the Industrial Disputes Investigation Act, 1907, under which the Board had been established.

MR. JUSTICE CHARBONNEAU'S DECISION.

The text of Mr. Justice Charbonneau's judgment was as follows:—

“The Court, after hearing the parties on the motion asking that a Writ of Prohibition be issued against the Defendant Board to prevent it from proceeding in the above mentioned matter:—

“Considering that, among other means invoked by the Applicant in support of its request, it is alleged that the Industrial Disputes Act, 1907, is unconstitutional, and not within the power of the Parliament which passed it;—

“Considering that, in spite of the opinion of this Court being against the claim put up by said Applicant on that point, it is in the interest of justice that this matter be further argued;—

“Allows the issuance of the Writ asked for, and declares that the *statu quo* order granted on August 15, 1911, by the Honourable Mr. Justice Pagnuelo, and since continued, remains in force until final judgment.”

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JUDGMENT BY SUPERIOR COURT OF QUEBEC.

On November 11 judgment was given by Mr. Justice Lafontaine of the Superior Court on the further aspects of the case stated in Mr. Justice Charbonneau's decision. This judgment was rendered by Mr. Justice Lafontaine in the following terms:—

The Montreal Street Railway Company, Plaintiff, vs. the Board of Conciliation and Investigation et al, Defendant, and the Hon. T. W. Crothers, Co-Respondent.

The Court, after hearing the parties through their counsel, as well as their witnesses, on the merits of this case: after examining the procedure and exhibits produced, and after deliberating;

Whereas, the plaintiff asks for a "Prohibition Order" against the Board of Conciliation and Investigation composed of the Honourable Mr. Justice Fortin, Mr. Charlemagne Rodier and Mr. Joseph Léonide Perron, both barristers of the City of Montreal, appointed under the Industrial Disputes Investigation Act, 1907, to inquire into a dispute between said company and several of its employees, and against Valérie Langevin and J. A. Blouin, the applicants, who have asked for the appointment of said Board, giving as their ground the following two causes, to wit:—

1. That the said Industrial Disputes Investigation Act, 1907, passed by the Federal Government is unconstitutional, as the object matter of said Act is exclusively under the jurisdiction of the Legislature of this Province;

2. That the forms prescribed for the appointment of said Board have not been complied with, and the decision of the Minister appointing said Board is irregular and illegal.

A third ground, to wit: That the said Act does not apply in this case, and that the law that might apply was the Conciliation and Labour Act, concerning disputes relating to work on railroads, having been renounced at the hearing.

Whereas, the co-respondent, the Honourable the Minister of Labour, has answered with a plea which is a denial of the statement of action, and specially adds that the Board of Conciliation and Investigation not being an inferior Court subject to the supervision orders and control of the Superior Court, there is no cause for a "Prohibition Order" being issued in this case;

Whereas, the defendants Blouin and Langevin also put in a plea similar to the one put in by the co-respondent, the other defendants, members of said Board of Conciliation and Investigation, have made default and the other defendants have made default;

Whereas, the "Industrial Disputes Investigation Act, 1907," has for its apparent and ostensible aim the prevention of strikes, which are one of the manifestations, often troubling and irritating, and causing disorder from one end of the country to the other, of a social and economic condition existing throughout the Dominion, to wit: labour and capital; this condition, by its nature, effects and various and multiform manifestations, considerably surpasses the judicial nature and effects of relations between employers and employees resulting from the contract for the hire of labour; this economic and social condition extends beyond the limits of any locality and province and

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extends indeed throughout the whole country, and is consequently of a general character, and not "of a purely local and private character in the province (sub-sec. 16 of sec. 92, British North America Act, 1867); the conditions produced by this social and economic fact, which is the subject matter of said law, cannot come under section 92 of the B.N.A.A. or of any of its provisions, and, particularly can be classed neither in the subject matter mentioned in sub-section 13, relating to private property and civil rights in the province, nor in sub-section 14, relating to the administration of justice or the creation, maintaining and organization of court in the province, nor in section 16, relating to matters of a purely local or private character in the province; on the contrary, the matter regulated by said "Industrial Disputes Investigation Act" is, in a general way, essentially connected with the peace, order and good government of Canada, according to section 91 of said B.N.A. Act, this matter not coming into "the class of subjects exclusively assigned to the Provincial Legislatures," and so must belong to the Federal Parliament; it matters little whether this subject matter is connected with any of the sub-sections of section 91 or with the criminal law, or with the regulation of trade and commerce, or with any other sections, the moment this matter does not come under the powers assigned to the provinces by section 92 of said Act, or whether it has a general and almost national importance and, in a general way, is connected with the peace, order and good government of Canada, and as such this matter rightly and necessarily belongs to the Federal Parliament;

Whereas, the conditions and requirements for the appointment of said Board have been complied with, and moreover there can be no reason for the Court to inquire into the facts which have been the grounds of the decision of the Minister who has appointed said Board, whose decision, according to the Act, is final;

Maintains the co-respondent's plea and the plea of the defendants Langevin and Blouin, and dismisses the request for the issuance and maintaining of said prohibition order, and quashes and annuls said prohibition order, with costs.

(Sgd.) E. LAFONTAINE,
J. S. C.

CONSTITUTIONALITY OF THE ACT FURTHER UPHELD.

Mr. Justice Lafontaine's decision having been appealed, the case came before the Superior Court of the Montreal District (In Review) and the judgment of the Court of Review was delivered on June 13, 1913, by the Honourable Justices Tellier, DeLorimier and Greenshields. The judgment upheld the constitutionality of the Industrial Disputes Investigation Act as to the points on which it had been attacked, confirming in this respect the decision of Mr. Justice Lafontaine. The Court of Review, however, reversed Mr. Justice Lafontaine's action with respect to the writ of prohibition against the Board of Conciliation and Investigation, it being held that at the time of the application for a Board no dispute within the meaning of the Act existed between the company and its employees, the Board being therefore ordered to abstain from any procedure. The full text of the judgment of the Court of Review is as follows:—

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Province of Quebec,
District of Montreal.

SUPERIOR COURT.

(*In Review.*)

The thirteenth day of June, one thousand nine hundred and thirteen.

Present: The Hon. Mr. Justice Tellier, The Hon. Mr. Justice DeLorimier,
The Hon. Mr. Justice Greenshields.

Montreal Street Railway Company, petitioner, vs. The Board of Conciliation and Investigation, respondent, and Hon. T. W. Crothers, et al, mis-en-cause.

The Court, having heard the parties by their respective counsel, upon the demand of petitioner for revision of the judgment rendered in the Superior Court, in and for the District of Montreal, on the eleventh day of November one thousand nine hundred and twelve; having examined the record and proceedings had in this case, and maturely deliberated;

Considering that the Statute 6-7 Edward VII., chap. 20, as amended by 10-11 Edward VII., chap. 29, being an Act to Aid in the Prevention and Settlement of Strikes and Lockouts in Mines and Industries Connected With Public Utilities, and known as "The Industrial Disputes Investigation Act, 1907," is constitutional and *intra vires* of the Dominion Parliament, and its enactment is within the legislative powers of the Dominion Parliament;

Considering that the petitioner, the Montreal Street Railway Company, is subject to all the terms and provisions of said Act;

Considering that, at the time of the application for the appointment of a Board of Conciliation and Investigation in this case made, no dispute, within the purview or meaning of the Act, existed between the petitioner, the Montreal Street Railway Company, and any person or persons between whom and it existed the relationship of employee or employees and employer;

Considering that the proof in this case made, establishes that on the date of the appointment of the said Board of Conciliation and Investigation, and on the dates when the said Board proposed to proceed with its investigation, there existed no subject matter over which the said Board of Conciliation and Investigation, or its members, had or could exercise any jurisdiction;

Considering that the said Board of Conciliation and Investigation, and the members thereof, after the appointment made by the Honourable Minister of Labour, were subject to the superintending and reforming power, order and control of the Superior Court of the Province of Quebec, and of the Judges thereof, in such manner and form as by law provided;

Considering that a Writ of Prohibition lies whenever a Court of inferior jurisdiction exceeds its jurisdiction;

Considering the petitioner has established in part the material allegations of its demand;

Considering the defence of the respondents and each of them is unfounded;

Considering that there is error in the judgment *a quo*: Doth Reverse, Annul and Quash the said judgment;

Proceeding to render the judgment that should have been rendered by the Court of first instance;

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Doth Maintain the Writ of Prohibition herein issued: Doth declare the same perpetual: Doth order and enjoin the said Board of Conciliation and Investigation, and each of the members thereof, individually, jointly, and severally, to abstain from proceeding or acting as such Board in the investigation and conciliation of the alleged dispute referred to in the application to the Honourable Minister of Labour of the Dominion of Canada, there being no dispute or industrial dispute falling within the purview of the said Act which could form the subject matter of investigation or conciliation by said Board, and in consequence the said Board and the members thereof, is, and are, without jurisdiction; Doth condemn the mis-en-cause, Valerie Langevin and J. A. Blouin, to the costs as well of the Superior Court as of this Court upon the contestation filed by them; and doth recommend that the costs of the contestation filed by the Honourable the Minister of Labour of the Dominion of Canada be paid by the Government of the Dominion of Canada; and it is ordered that the record be remitted to the Court below.

(Sgd.) LOUIS TELLIER,
J. C. S.

II.

THE CASE OF MINERS IN PORCUPINE DISTRICT.

In January, 1913, Peter Cleary and Wm. Holowaskawe were charged under section 60 of 7, Edward VII., Chapter 20, before Mr. Thomas Torrance, Magistrate in Porcupine, and were fined \$500 each or three months' imprisonment. Edward Croft was charged before the same Magistrate under sections 56 and 57 of the same Act, and received the same penalty. A statement of the Croft case goes to show that the main point upon which the defendant's counsel relied was that the evidence in the trial did not disclose that there was any dispute between the men and the employers at the Hollinger Mine, where the men were employed prior to the miners going on strike. Defence contended in fact that Robbins, manager of the mine, in his evidence, stated that the men at the mine were perfectly satisfied with everything, and that there was no dispute. The defence argued that any man or body of men have a right at common law to stop work, either singly or in a body, and by so doing render themselves liable to no criminal charge, the redress of the employer being a civil one against them, if any, this, of course, providing there was no dispute between the men and the employers as referred to in section 56 and as interpreted by section 2, clause E, of the statute.

With respect to the evidence under section 60, it was contended by the defence that the right to strike or cease work, either singly or in a body, is not taken away from employees under the Act unless there is a dispute between the employer and the employee, and a person inciting men to strike where there is no dispute between employer and employee is not rendering himself liable to prosecution under section 60, but that such person, if liable at all, is liable only civilly.

CONVICTIONS QUASHED.

Appeals were entered in these cases and a decision on the appeals was rendered by District Judge Kehoe, of the District of Sudbury, on March 31, 1913, at South Porcupine. The following is the text of Judge Kehoe's decision:—

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(Copy.)

IN THE FIFTH DIVISION COURT OF THE DISTRICT OF SUDBURY.

“Rex vs. William Holowaskawe.”

Mr. A. G. Slaght for appellant.

Mr. T. C. Robinette, K.C., and Mr. John Godfrey for respondent.

This is an appeal from the conviction made by Mr. Thomas Torrance, Police Magistrate, on the 21st January, 1913, under which the defendant was convicted under section 60 of the Industrial Disputes Investigation Act, 1907, and being Chapter 20 of 6-7 Edward VII., for inciting to strike contrary to the provisions of the Act. By this is meant, according to section 56, a strike which is unlawful by reason of an employee going on strike “on account of any dispute prior to or during a reference of such dispute to a Board of Conciliation and Investigation under the provisions of this Act.”

There is a lengthy clause, sec. 2 sub-section (e), which defines the meaning of the word “dispute,” the effect of which is that he means “any dispute or difference between an employer and one or more of his employees” as to certain things therein generally stated, or as to any other things therein specifically mentioned, such as wages, hours of employment, materials, supplied or alleged to be bad, unfit or unsuitable, established custom or usage, interpretation of agreement, and other matter.

It was not proved before me, nor was it necessary to prove that there was any reference to a Board of Conciliation, or that there was any request for the same. *Rex vs. McGuire*, 16 O. L. R. 522.

The evidence showed that the first sign of dispute was the strike itself, or, rather, the inciting by the defendant of the strikers. The strike followed this inciting. As the prosecutor stated, the strike came to him with so much surprise that it was like a thunderclap. It appears that there was no demand for increased wages, shorter hours of labour, or anything of any kind until the defendant called upon the men to strike. This call was the very beginning of the dispute. There cannot be a dispute or difference unless there are two parties who dispute or differ with one another. It may be, and without doubt must have been the case here, that the strike was preconcerted among the men, though there is no evidence that this was so. But stating it as strongly for the prosecution as possible, and allowing that the strike was the result of a previous understanding between the men, still matters did not reach a stage where there was a demand by the men for better terms and a refusal by the employer, the Hollinger Mines Company, of what the men asked. When such a demand and a refusal were not made, can it be said that there was any “dispute” until the strike itself created the “dispute”? If the answer be that there was no dispute until the strike itself, then will come the necessity of answering another question. Did the men go on strike “on account of any dispute?” to quote the words of section 56?

In my opinion, the defendant is not brought within the Act as an offender under sections 56 and 61, for the reason that the strike was not on account of a dispute. To hold otherwise would be to eliminate the words “on account of any dispute” from sections 56. If these five words were not in the section then it would be clear that the defendant, by his inciting, was guilty of an offence.

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The Act, when framed, might have been so framed with or without these words. One cannot assume that they were placed in the section without it being intended that they were to have a meaning, and, perhaps, were intended for a purpose. Possibly it was considered that when a strike comes like a bolt out of the blue instead of like a storm of which there is premonition, there is not the danger to the peace of the community that would be engendered by the antecedent mutterings.

Another consideration is that penal statutes must receive a strict construction. The conviction is quashed with costs to be paid by the prosecutor to the defendant, which costs I fix at \$50.

Rex vs. E. Croft.

The reasons in the Holowaskawe case apply to this case, with costs to be paid by the prosecutor to the defendant, which costs I fix at \$50.

Rex. vs. Peter Cleary.

There is a difference in the circumstances of this case from those in the Holowaskawe case. The inciting was done after the strike had started. I confirm the conviction. The costs of the appeal, which I fix at \$50, are to be paid by the defendant to the prosecutor.

March 31st, 1913.

(Sgd.) J. J. KEHOE,
J.

Certified correct copy.

(Sgd.) "G. A. D. MURRAY, Clerk."